

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A
REEDLEY CITY COUNCIL MEETING**

7:00 P.M.

TUESDAY, December 11, 2018

**Meeting Held in the Council Chambers
845 "G" Street, Reedley, California**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or services, should be made one week prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

City of Reedley's Internet Address is www.reedley.ca.gov

Anita Betancourt, Mayor

Frank Piñon, Mayor Pro Tem
Mary Fast, Council Member

Robert Beck, Council Member
Ray Soleno, Council Member

MEETING CALLED TO ORDER

INVOCATION – Russ Robertson, Director of Public Works

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS

ADMINISTRATIVE BUSINESS – COUNCIL ORGANIZATION

1. ADOPT RESOLUTION NO. 2018-102, A RESOLUTION RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD IN SAID CITY OF REEDLEY ON THE 6TH DAY OF NOVEMBER 2018 AND DECLARING THE RESULT THEREOF AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. (City Clerk)

Staff Recommendation: Approve

2. ADMINISTRATION OF OATH OF OFFICE TO ELECTED COUNCIL MEMBERS, MARY L. FAST AND RAY SOLENO.
 - A. OATH OF OFFICE TO BE ADMINISTERED BY CITY CLERK.
 - B. SEATING OF COUNCIL MEMBERS
3. CITY COUNCIL REORGANIZATION – CONFIRMATION OF MAYOR AND MAYOR PRO TEMPORE PER RESOLUTION NO. 2015-004.
 - A. CONFIRMATION OF ACCEPTANCE TO POSITION OF MAYOR BY FRANK E.Z. PINON, DISTRICT 1.
 - B. CONFIRMATION OF ACCEPTANCE TO POSITION OF MAYOR PRO TEMPORE BY MARY L. FAST, DISTRICT 2.
4. CONFIRMATION OF MAYOR AND MAYOR PRO TEMPORE'S APPOINTMENT TO FRESNO COUNCIL OF GOVERNMENTS POSITIONS PER RESOLUTION NO. 2013-005.
 - A. COG BOARD MEMBER
 - B. COG ALTERNATE BOARD MEMBER

PUBLIC COMMENT – *Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up for discussion.*

NOTICE TO PUBLIC

CONSENT AGENDA items are considered routine in nature and voted upon as one item. Under a **CONSENT AGENDA** category, a recommended course of action for each item is made. Any Council Member may remove any item from the **CONSENT AGENDA** in order to discuss and/or change the recommended Course of action, and the Council can approve the remainder of the **CONSENT AGENDA**. A Council Member's vote in favor of the **CONSENT AGENDA** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **CONSENT AGENDA** are deemed to include a motion to waive the full reading of any ordinance on the **CONSENT AGENDA**. For **adoption of ordinances**, only those that have received a unanimous vote upon introduction are considered **CONSENT** items.

5. RECOMMEND REJECTION OF CLAIM – Kusch & Kusch, Inc. – (Administrative Services)
Staff Recommendation: Deny Claim
6. APPROVE MAYOR'S NOMINATION TO FILL VACANCY ON THE STREETSCAPE MAINTENANCE COMMITTEE. – (City Clerk)
Staff Recommendation: Approve
7. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A FIVE YEAR AGREEMENT WITH C&S COMPANIES FOR AIRPORT CONSULTANT SERVICES. – (Community Services)
Staff Recommendation: Approve
8. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH GIANTS COMMUNITY FUND TO ALLOW THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM. – (Community Services)
Staff Recommendation: Approve
9. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN ANNUAL CONSULTING AGREEMENT WITH DAVID WELLHOUSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$4,500 FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST (SB90) REIMBURSEMENT. – (Administrative Services)
Staff Recommendation: Approve
10. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SUBSCRIPTION RENEWAL AGREEMENT WITH EMERGENCY SERVICES MARKETING CORP., INC. TO CONTINUE USING THE EMERGENCY RESPONDER REPLY SYSTEM FOR THE FIRE DEPARTMENT. – (Fire)
Staff Recommendation: Approve
11. APPROVE AND RATIFY THE PURCHASE OF TWO REPLACEMENT REFUSE TRUCKS; (1) AS APPROVED IN THE 2018-19 ADOPTED BUDGET AND (2) TO REPLACE A TRUCK THAT WAS A TOTAL LOSS AS A RESULT OF A FIRE. – (Public Works)
Staff Recommendation: Approve
12. ADOPT RESOLUTION NO. 2018-097, AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF REEDLEY- (City Clerk)
Staff Recommendation: Approve
13. ADOPT RESOLUTION NO. 2018-098 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING ADOPTION OF THE KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT PLAN. – (Public Works)
Staff Recommendation: Approve
14. ADOPT RESOLUTION NO. 2018-099 AMENDING THE FISCAL YEAR 2018-2019 ADOPTED BUDGET TO APPROPRIATE \$15,000 IN AVAILABLE GENERAL GOVERNMENT FACILITIES DEVELOPMENT IMPACT FEES TO FULLY FUND THE CITYWIDE PHONE SYSTEM UPGRADE PROJECT. – (Administrative Services)
Staff Recommendation: Approve

15. APPROVAL OF ITEMS RELATED TO THE FRESNO MADERA AREA AGENCY ON AGING (FMAAA) FUNDING AS FOLLOWS:

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AMENDMENT 1 WITH FMAAA FOR \$7,500 IN ADDITIONAL FUNDING.
- B. ADOPT RESOLUTION NO. 2018-101 AMENDING THE 2018-19 ADOPTED BUDGET APPROPRIATING \$7,500 IN THE SENIOR NUTRITION GRANT FUND TO UTILIZE PREVIOUSLY AUTHORIZED ADDITIONAL SENIOR NUTRITION GRANT FUNDS OF \$7,500 FROM FMAAA.

(Community Services)

Staff Recommendation: Approve

16. ADOPT RESOLUTION NO. 2018-103 AMENDING THE 2018-19 ADOPTED BUDGET APPROPRIATING \$265,856 IN MEASURE C FLEXIBLE FUNDS TO COVER PAYMENTS MADE TO THE SAN JOAQUIN VALLEY RAILROAD FOR IMPROVEMENTS MADE TO THEIR INFRASTRUCTURE RELATED TO THE REED AVENUE PHASE I PROJECT. –

(Engineering)

Staff Recommendation: Approve

17. CONSIDERATION OF ITEMS PERTAINING TO THE CRICKET HOLLOW BOAT LAUNCH FACILITY IMPROVEMENT PROJECT.

- A. APPROVING AND AUTHORIZING CITY MANAGER TO EXECUTE A CREDIT TRANSFER AGREEMENT WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION'S SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM FOR THE CRICKET HOLLOW BOAT LAUNCH FACILITY IMPROVEMENTS PROJECT.

- B. ADOPT RESOLUTION NO. 2018-104 AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO APPROPRIATE AVAILABLE FUNDS

(Engineering)

Staff Recommendation: Approve

PUBLIC HEARING

ORDINANCES - *With respect to the approval of ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete ordinance and unless there is a request by a Council Member that the ordinance be read in full, further reading of the ordinance shall be deemed waived by unanimous consent of the Council.*

18. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2018-008, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING TITLE 10, CHAPTER 14, ADDING ARTICLE 1 TO INCORPORATE ALLOWED PLACEMENT OF TEMPORARY REAL-ESTATE SIGNAGE. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. (Community Development)

Staff Recommendation: Approve

19. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2018-008, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING TITLE 8, CHAPTER 1 ARTICLE 3; AND TITLE 8, CHAPTER 2, ARTICLE 2, PERTAINING TO MANDATORY SEWER AND WATER CONNECTIONS. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. (Community Development)

Staff Recommendation: Approve

ADMINISTRATIVE BUSINESS

20. ADOPT RESOLUTION NO. 2018-100 OF THE COUNCIL OF THE CITY OF REEDLEY AUTHORIZING THE CITY TO USE THE PROVISIONS OF STREETS & HIGHWAYS CODE SECTIONS 5870 ET SEQ. FOR THE CONSTRUCTION OF SIDEWALKS, GUTTERS, PAVEMENT, DRIVEWAYS AND CURBS AND THE INSTALLATION OF STORM, SANITARY SEWER AND WATER CONNECTIONS AND THE FINANCING OF SAID CONSTRUCTION AND REPAYMENT THEREOF. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. (Administrative Services)

Staff Recommendation: Approve

21. ADOPT RESOLUTION NO. 2018-091 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING AN EXPENSE REIMBURSEMENT AND TRAVEL/CONFERENCE POLICY FOR ELECTED AND APPOINTED LEGISLATIVE BODY OFFICIALS. - Report, discussion and/or other Council action to approve, modify, and/or take other action as appropriate. (Administrative Services)

Staff Recommendation: Approve

RECEIVE INFORMATION & REPORTS

These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.

22. MINUTES OF THE REGULAR MEETING OF PLANNING COMMISSION OF SEPTEMBER 6, 2018. – Community Development
23. MINUTES OF THE REGULAR MEETING OF THE REEDLEY AIRPORT COMMISSION OF OCTOBER 18, 2018. – Community Services
24. REEDLEY'S RIVER CITY THEATRE COMPANY – PROFIT & LOSS STATEMENT FOR THE PERIOD OF NOVEMBER 2017-OCTOBER 2018.

COUNCIL REPORTS

25. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

STAFF REPORTS

26. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

ADJOURNMENT

Dates to Remember:

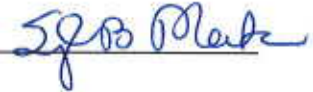
December 25, 2018 - No Council Meeting – Going Dark

January 8, 2019 – Regular Council Meeting

January 22, 2019 – Regular Council Meeting

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 6th day of December 2018.

Sylvia B. Plata, City Clerk





REEDLEY CITY COUNCIL

- ☐ Consent Calendar
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 1

DATE: December 11, 2018

TITLE: ADOPT RESOLUTION NO. 2018-102, A RESOLUTION RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD IN SAID CITY OF REEDLEY ON THE 6TH DAY OF NOVEMBER 2018 AND DECLARING THE RESULT THEREOF AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW.

SUBMITTED: Sylvia B. Plata *SBP*
City Clerk

APPROVED: Nicole R. Zieba *[Signature]*
City Manager

RECOMMENDATION

That the City Council adopt Resolution No. 2018-102, reciting the results of the Consolidated General Municipal election held on November 6, 2018 for District 4 and affirms the appointment made to the office of City Council on August 22, 2018 with the adoption of Resolutions 2018-077 for District 2.

BACKGROUND

The Consolidated General Municipal election was held on November 6, 2018, for the purpose of electing the following officers of the City of Reedley as required by the laws related to cities in the State of California, to wit: Two (2) members of the City Council, representing District 2, and District 4 of the City of Reedley for the full term of four (4) years. The official "Certificate of Elections" results indicate that Ray Soleno (District 4) was elected as a Member of the City Council of the City of Reedley for a full term of four years. Documents are not available at the time the Council packets were printed, but will be available at the meeting.

On August 22, 2018, Resolution No. 2018-077 was adopted by Council appointing Mary L. Fast as the only nominee to the office of City Council for District 2, pursuant to Elections Code Section § 10229 and is considered to be the same as being elected and will also serve a full term of four years.

ATTACHMENTS

1. Resolution No. 2018-102
2. (2) Certificates of Election – (Not available but will be handed out at meeting)
3. Certificate of county clerk to results of the canvass – (Not available but will be handed out at meeting.)

Motion: _____ Second: _____

RESOLUTION NO. 2018-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD IN SAID CITY OF REEDLEY ON THE 6th DAY OF NOVEMBER, 2018, AND DECLARING THE RESULT THEREOF AND SUCH OTHER MATTERS AS ARE PROVIDED BY LAW.

WHEREAS, a consolidated general municipal election was held and conducted in the City of Reedley, County of Fresno, State of California, on the 6th day of November, 2018, as required by law; and

WHEREAS, notice of said election was duly and regularly given in time, form, and manner as provided by the law; that voting precincts were properly established; that election officers were appointed and that in all respects said election was held and conducted and the votes cast there as, received, and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in cities; and

WHEREAS, pursuant to Ordinance No. 703 adopted the 16th day of December, 1986 and Resolution No. 2018-061 adopted on the 12th day of June 2018, the County of Fresno canvassed the returns of said election and has certified the results to this City Council, said results are received, attached, and made a part thereof as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REEDLEY, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1: That the results of the election as shown in Exhibit "A" are hereby approved.

SECTION 2: The said consolidated general municipal election was held for the purpose of electing the following officers of said City as required by the laws relating to cities in the State of California, to wit: *Two members of the City Council from Districts 2, and 4 of said City for the full term of four years.*

SECTION 3: The City Council does declare and determine that:

From District 2 – Mary L. Fast was pursuant to Elections Code § 10229 appointed as a Member of the City Council of said City for the full term of four years; and

From District 4 – Ray Soleno was elected as a Member of the City Council of said City for the full term of four years; and

SECTION 4: That the City Clerk shall immediately make and deliver to each of such persons so elected and/or appointed, a Certificate of Election signed by the City Clerk and duly authenticated; that the City Clerk shall also administer to persons elected and/or appointed, the oath of office prescribed in the State Constitution of the State of California and shall have them subscribe thereto and file the same in the City Clerk's office; whereupon, each and all of said persons so elected and/or appointed shall be inducted into the respective office to which they have been elected and/or appointed.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Reedley held on the 11th day of December, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

Sylvia B. Plata, City Clerk

Certificate of Election

This is to certify that

RAY H. SOLENO

was elected to the office of

*Reedley City Council #4
Member, City Council, District No. 4*

of the County of Fresno,
State of California, at an election duly held
therein on

November 6, 2018

In Witness Whereof, I have hereunto set
my hand and affixed my official seal this 4th
day of December, 2018



Brandi L. Orth
County Clerk/Registrar of Voters



**STATEMENT OF VOTES CAST
AT THE
CONSOLIDATED STATEWIDE GENERAL ELECTION
HELD ON
NOVEMBER 6, 2018
IN THE
CITY OF REEDLEY
COUNTY OF FRESNO
STATE OF CALIFORNIA**

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

STATE OF CALIFORNIA)
County of Fresno) ss.
)

I, BRANDI L. ORTH, County Clerk/Registrar of Voters of the County of Fresno, State of California, do hereby certify that pursuant to the provisions of Section 15301 et seq of the Elections Code of the State of California, I did canvass the returns of the votes cast in the City of Reedley, County of Fresno. at the election held on November 6, 2018, for the Local Office, submitted to the vote of the voters, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in the districts and in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for the offices are full, true and correct.

WITNESS my hand and Official Seal this 4th day of December, 2018.




BRANDI L. ORTH
County Clerk/Registrar of Voters

Statement of Votes Cast
Statewide General Election
SOVC For 610 0 City Of Reedley, All Counters, City of Reedley

Date:12/06/18
Time:14:08:38
Page:1 of 2

	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
0000194			
Polling	764	250	32.72%
Vote By Mail	764	294	38.48%
Total	764	544	71.20%
0000195			
Polling	958	247	25.78%
Vote By Mail	958	383	39.98%
Total	958	630	65.76%
0000196			
Polling	1129	323	28.61%
Vote By Mail	1129	416	36.85%
Total	1129	739	65.46%
0000197			
Polling	746	247	33.11%
Vote By Mail	746	193	25.87%
Total	746	440	58.98%
0000198			
Polling	1133	320	28.24%
Vote By Mail	1133	389	34.33%
Total	1133	709	62.58%
0000199			
Polling	488	136	27.87%
Vote By Mail	488	139	28.48%
Total	488	275	56.35%
0000200			
Polling	1138	277	24.34%
Vote By Mail	1138	242	21.27%
Total	1138	519	45.61%
0000201			
Polling	429	141	32.87%
Vote By Mail	429	84	19.58%
Total	429	225	52.45%
0000202			
Polling	793	181	22.82%
Vote By Mail	793	283	35.69%
Total	793	464	58.51%
0000203			
Polling	921	202	21.93%
Vote By Mail	921	238	25.84%
Total	921	440	47.77%
0000204			
Polling	1189	285	23.97%
Vote By Mail	1189	279	23.47%
Total	1189	564	47.43%
0001135			
Polling	0	0	-
Vote By Mail	0	0	-
Total	0	0	-
Total			
Polling	9688	2609	26.93%
Vote By Mail	9688	2940	30.35%
Total	9688	5549	57.28%

Statement of Votes Cast
Statewide General Election

Date:12/06/18
Time:14:08:38
Page:2 of 2

SOVC For 610 0 City Of Reedley, All Counters, City of Reedley

REEDLEY CITY COUNCIL #4

	Reg. Voters	Times Counted	Total Votes	LEE KY		RAY H. SOLENO		Write-In Votes	
Jurisdiction Wide									
0000194									
Polling	764	250	232	118	50.86%	111	47.84%	3	1.29%
Vote By Mail	764	294	277	146	52.71%	129	46.57%	2	0.72%
Total	764	544	509	264	51.87%	240	47.15%	5	0.98%
0000195									
Polling	958	247	219	91	41.55%	128	58.45%	0	0.00%
Vote By Mail	958	383	333	115	34.53%	216	64.86%	2	0.60%
Total	958	630	552	206	37.32%	344	62.32%	2	0.36%
0000196									
Polling	1129	323	291	128	43.99%	161	55.33%	2	0.69%
Vote By Mail	1129	416	379	199	52.51%	180	47.49%	0	0.00%
Total	1129	739	670	327	48.81%	341	50.90%	2	0.30%
0000197									
Polling	746	247	217	95	43.78%	120	55.30%	2	0.92%
Vote By Mail	746	193	172	69	40.12%	100	58.14%	3	1.74%
Total	746	440	389	164	42.16%	220	56.56%	5	1.29%
0000198									
Polling	1133	320	290	154	53.10%	134	46.21%	2	0.69%
Vote By Mail	1133	389	360	167	46.39%	190	52.78%	3	0.83%
Total	1133	709	650	321	49.38%	324	49.85%	5	0.77%
0000199									
Polling	488	136	125	56	44.80%	69	55.20%	0	0.00%
Vote By Mail	488	139	128	57	44.53%	71	55.47%	0	0.00%
Total	488	275	253	113	44.66%	140	55.34%	0	0.00%
0000200									
Polling	1138	277	258	127	49.22%	126	48.84%	5	1.94%
Vote By Mail	1138	242	228	105	46.05%	121	53.07%	2	0.88%
Total	1138	519	486	232	47.74%	247	50.82%	7	1.44%
0000201									
Polling	429	141	127	53	41.73%	73	57.48%	1	0.79%
Vote By Mail	429	84	79	48	60.76%	31	39.24%	0	0.00%
Total	429	225	206	101	49.03%	104	50.49%	1	0.49%
0000202									
Polling	793	181	161	70	43.48%	89	55.28%	2	1.24%
Vote By Mail	793	283	245	102	41.63%	143	58.37%	0	0.00%
Total	793	464	406	172	42.36%	232	57.14%	2	0.49%
0000203									
Polling	921	202	181	85	46.96%	96	53.04%	0	0.00%
Vote By Mail	921	238	204	89	43.63%	115	56.37%	0	0.00%
Total	921	440	385	174	45.19%	211	54.81%	0	0.00%
0000204									
Polling	1189	285	248	131	52.82%	115	46.37%	2	0.81%
Vote By Mail	1189	279	252	118	46.83%	134	53.17%	0	0.00%
Total	1189	564	500	249	49.80%	249	49.80%	2	0.40%
0001135									
Polling	0	0	0	0	-	0	-	0	-
Vote By Mail	0	0	0	0	-	0	-	0	-
Total	0	0	0	0	-	0	-	0	-
Total									
Polling	9688	2609	2349	1108	47.17%	1222	52.02%	19	0.81%
Vote By Mail	9688	2940	2657	1215	45.73%	1430	53.82%	12	0.45%
Total	9688	5549	5006	2323	46.40%	2652	52.98%	31	0.62%

Certificate of Appointment

This is to certify that

MARY L. FAST

was appointed to the office of

*City of Reedley
Member, City Council, District No. 2*

of the County of Fresno,
State of California, by the Reedley City Council at
a meeting duly held therein on

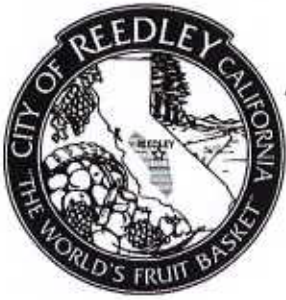
August 22, 2018

In Witness Whereof, I have hereunto set
my hand and affixed my official seal this 4th
day of December, 2018



Brandi L. Orth
County Clerk/Registrar of Voters





REEDLEY CITY COUNCIL

- ☐ Consent Calendar
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 2

DATE: December 11, 2018

TITLE: ADMINISTRATION OF OATH OF OFFICE TO ELECTED COUNCIL MEMBERS,
MARY L. FAST AND RAY SOLENO.

A. OATH OF OFFICE TO BE ADMINISTERED BY CITY CLERK.

B. SEATING OF COUNCIL MEMBERS

SUBMITTED: Sylvia B. Plata
City Clerk

APPROVED: Nicole R. Zieba
City Manager

NO HANDOUTS

Oath of Office

City of Reedley }
County of Fresno }
State of California }

*I, **Ray Soleno**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I will take this obligation freely, without any mental reservations or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Ray Soleno
Reedley City Council

Subscribed and sworn to before me this 11th day of December, 2018.

Sylvia B. Plata, City Clerk

Oath of Office

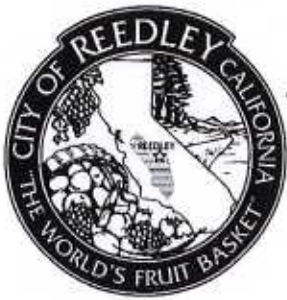
City of Reedley }
County of Fresno }
State of California }

*I, **Mary L. Fast**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I will take this obligation freely, without any mental reservations or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Mary L. Fast
Reedley City Council

Subscribed and sworn to before me this 11th day of December, 2018.

Sylvia B. Plata, City Clerk



REEDLEY CITY COUNCIL

- ☐ Consent Calendar
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 3

DATE: December 11, 2018

TITLE: CITY COUNCIL REORGANIZATION – CONFIRMATION OF MAYOR AND MAYOR PRO TEMPORE PER RESOLUTION NO. 2015-004.

A. CONFIRMATION OF ACCEPTANCE TO POSITION OF MAYOR BY FRANK E.Z. PINON, DISTRICT I.

B. CONFIRMATION OF ACCEPTANCE TO POSITION OF MAYOR PRO TEMPORE BY MARY L. FAST, DISTRICT 2.

SUBMITTED: Sylvia B. Plata
City Clerk

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

No formal vote from the Council is required for this item. The nominee for Mayor must confirm whether he/she will accept the role as Mayor, and the nominee for Mayor Pro Tempore must confirm whether he/she will accept the role as Mayor Pro Tempore.

BACKGROUND

Resolution No. 2015-004 established a policy and procedure for the selection of the Mayor and Mayor Pro Tempore. The policy became effective as of January 27, 2015. Beginning the first meeting of December in every even-number year beginning in 2012, the office of the Mayor and Mayor Pro Tempore automatically rotate and are filled according to Council District number order. In 2016, per resolution, Anita Betancourt (District 5) accepted the Mayor position and Frank E.Z. Piñon (District I) accepted the Mayor Pro Tempore position. Should any Council Member decline to serve when it is his or her turn to serve, based on the rotation, then the office of the Mayor or Mayor Pro tempore shall automatically rotate to the next Council Member by Council District number, in rotation.

ATTACHMENTS

1. Resolution No. 2015-004

Motion: _____

Second: _____

RESOLUTION NO. 2015-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY MODIFYING THE POLICY AND PROCEDURE FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND RESCINDING RESOLUTION NO. 2011-013

WHEREAS, the City Council established a policy and procedure for the selection and rotation of the Mayor and Mayor Pro Tempore with the adoption of Resolution No. 2011-013 on January 25, 2011; and

WHEREAS, the City Council desires to modify the policy and procedure for appointing members of the City Council to serve as Mayor and Mayor Pro Tempore, respectively, as established by Resolution No. 2011-013; and

WHEREAS, the City Council desires to adopt a policy that will be neutral and will rotate the offices of Mayor and Mayor Pro Tempore, automatically, every other year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Reedley as follows:

1. Except as to Section 2 and 3 of Resolution No. 2011-013 which established the initial Council District Number sequence for determining the rotation, and which sequence the City Council desires to maintain, Resolution No. 2011-013 adopted by the City Council on January 25, 2011, is hereby rescinded and superseded by this resolution.

2. At the first meeting of December in each even-numbered year, the office of Mayor shall automatically rotate to the next successive Council Member in the rotation according to Council District Number order.

3. If the Council Member who is next to serve as Mayor has less than one year of experience as a Council Member for the City of Reedley, the rotation shall automatically rotate to the next Council Member by Council District Number in the rotation and the recently elected/appointed Council Member who lacks the one year of experience shall be placed at the end of the rotation.

4. Should any Council Member decline to serve when it is his or her turn to serve, based on the rotation, then the office of Mayor shall automatically rotate to the next Council Member, by Council District Number, in the rotation.

5. When a Council Member's two-year term of service as Mayor has been completed, that Council Member shall be placed at the end of the rotation, except as otherwise designated by the Mayor-elect in accordance with Section 4 of this Resolution.

6. The office of the Mayor Pro Tempore shall also be selected based on Council District Number order, in accordance with the foregoing formula. The Mayor Pro Tempore shall automatically become Mayor following completion of the Mayor's term of service, as outlined above, and the new Mayor Pro Tempore shall become the Council Member next in the rotation.

7. If the Mayor or Mayor Pro Tempore position becomes vacant at any time during the year of service, the Council Member next in the rotation, by Council District Number order, shall fill the position and serve as Mayor or Mayor Pro Tempore for the remainder of the vacant term.

8. Completing the term of Mayor or Mayor Pro Tempore on behalf of another Council Member, due to an unexpected vacancy, shall not be considered when determining seniority to serve as the Mayor or Mayor Pro Tempore in the proper and normal line of succession, nor preclude such Council Member from serving as Mayor or Mayor Pro Tempore in his or her own right in the proper and normal line of succession.

The foregoing resolution was approved and adopted at a special meeting of the City Council of the City of Reedley held on the 27th day of January, 2015, by the following vote:

AYES: Betancourt, Beck, Fast, Rodriguez, Soleno

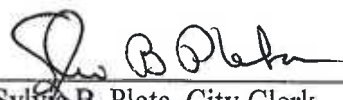
NOES: None.

ABSTAIN: None.

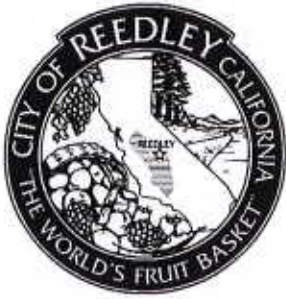
ABSENT: None.


Ray Soleno, Mayor

ATTEST:


Sylvia B. Plata, City Clerk





REEDLEY CITY COUNCIL

- ☐ Consent Calendar
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 4

DATE: December 11, 2018

TITLE: CONFIRMATION OF MAYOR AND MAYOR PRO TEMPORE'S APPOINTMENT TO FRESNO COUNCIL OF GOVERNMENTS POSITIONS PER RESOLUTION NO. 2013-005.

- A. COG BOARD MEMBER
- B. COG ALTERNATE BOARD MEMBER

SUBMITTED: Sylvia B. Plata 
City Clerk

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

No formal vote from the Council is required for this item. Mayor and Mayor Pro Tem must confirm acceptance of their appointments to serve on the Fresno Council of Government as Primary Board Member and Alternate Board Member.

BACKGROUND

Resolution No. 2013-005 established the positions of Mayor and Mayor Pro Tem as the automatic appointees to the COG and FCRTA Boards. Should any Mayor and/or Mayor Pro Tem decline to serve when it is his/her turn to serve, based on the rotation, then the City Council should deliberate and select an appointee from the seated City Council who is willing and able to serve.

ATTACHMENTS

Resolution No. 2013-005

Motion: _____

Second: _____

RESOLUTION NO. 2013-005

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING
A POLICY AND PROCEDURE
FOR THE SELECTION OF THE FRESNO COUNTY COUNCIL OF GOVERNMENTS
(COG) AND FRESNO COUNTY RURAL TRANSPORTATION AGENCY (FCRTA)
APPOINTEES FROM THE SEATED CITY COUNCIL**

WHEREAS, the City Council desires to establish a policy and procedure for appointing members of the City Council to serve as Board Member and Alternate, respectively, to the Fresno County Council of Governments (COG) and Fresno County Rural Transit Authority (FCRTA); and

WHEREAS, the City Council desires to adopt a policy that will be neutral and will rotate the Board Member and Alternate positions to the seated Mayor and Mayor Pro Tem, automatically.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Reedley as follows:

1. This policy and procedure will become effective as of January 8, 2013. Beginning in January, 2013, the office of Mayor shall automatically assume the role of Board Member for the COG and the FCRTA, and the Mayor Pro Tem shall automatically assume the role of Alternate for the Mayor for these two Boards.

2. Should any Mayor and/or Mayor Pro Tem decline to serve when it is his or her turn to serve, based on the rotation, then the City Council shall deliberate and select an appointee from the seated City Council who is willing and able to serve.


The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Reedley held on the 8th day of January, 2013, by the following vote:

AYES: Betancourt, Soleno, Fast, Rodriguez, Beck.

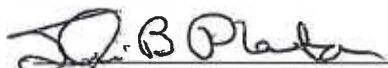
NOES: None.

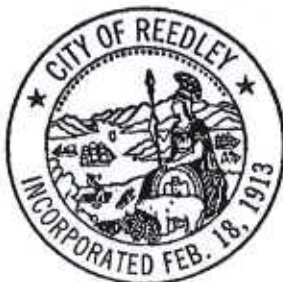
ABSTAIN: None.

ABSENT: None.


Robert O. Beck, Mayor

ATTEST:


Sylvia B. Plata, City Clerk





REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 5

DATE: December 11, 2018

TITLE: RECOMMEND REJECTION OF CLAIM – Kusch & Kusch, Inc.

SUBMITTED: Tiffany Couto, Accountant

REVIEWED: Paul A. Melikian, Assistant City Manager *[Signature]*

APPROVED: Nicole R. Zieba, City Manager *[Signature]*

RECOMMENDATION

That the City Council deny a claim received on November 09, 2018 from Kusch & Kusch, Inc. The claim has been forwarded to Acclamation Insurance Management Services (AIMS) for further investigation.

BACKGROUND

According to the Claim Form filed by Kusch & Kusch Inc., on September 25, 2018, on 11th and G Street, a City garbage truck caught fire and caused damaged to the side of the building. The claimant alleged that the heat from the fire was so intense that it melted the siding off of his building located at 1663 11th Street. The claimant was seeking \$4,872.20 in damages from the City for siding repairs.

According to AIMS' discussion with City staff, the driver of the City garbage truck was traveling eastbound on 11th Street. The driver checked his camera attached to the vehicle and observed a fire in the trash collector. He immediately pulled to the middle of the road, exited the vehicle and contacted the Reedley Police Department. Preliminary investigation indicates that a business inappropriately discarded flammable material into the garbage.

AIMS found no evidence of negligence and/or liability on the part of the City, therefore Staff is recommending rejection of the subject claim. There is no evidence to establish that the City knew about and/or created a dangerous condition in terms of the subject fire. The City driver did not have knowledge that any potentially flammable material had been dumped into the truck. The driver also reacted immediately and appropriately parked in the middle of the street. The claimant's property was not mentioned in the Police or Fire Incident Reports in terms of sustaining any property damage. In addition, by the time the claim was submitted, "repairs" had supposedly been made already, making it impossible for an investigation to establish the cause and/or extent of any claimed damage.

Per Government Code Section 912.4, the City Council must act upon a claim within 45 days after receipt. If there is no official action by Council, the claim is deemed to be rejected on the last day. Denial by minute order action provides a clearly defined rejection date and allows AIMS to tender the claim to the contractor sooner so that the matter is resolved in a timely manner.

ATTACHMENTS

1. Claim



CLAIM FORM

(Please Type Or Print)

CLAIM AGAINST City of Reedley
(Name of Entity)

Claimant's name: Kusch + Kusch Inc

DOB: _____ Gender: Male _____ Female _____

Claimant's address: 1053 G Street Reedley CA 93654

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 9-25-2018

Date injuries, damages, or losses were discovered: 9-25-2018

Location of incident/accident: Center of 11th Street across from 1663-11th Street

What did entity or employee do to cause this loss, damage, or injury? fire in City of Reedley

Garbage Truck heat was so intense it melted siding at
(Use back of this form or separate sheet if necessary to answer this question in detail.) 1663-11th Street

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? We do not know

the Driver. He was already gone

What specific injuries, damages, or losses did claimant receive? Attached is a copy

of repairs that we done.
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] _____

How was this amount calculated (please itemize)? See attached list and \$4,222.20

has been paid to Mico Construction Inc. copy of check attached
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 11-09-2018

Signature: _____

If signed by representative: _____

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

SUNSET GARDEN APARTMENTS

1053 "G" STREET
 REEDLEY, CALIFORNIA 93854
 (559) 638-3651

DATE	INVOICE	AMOUNT
11/6/18	11th Street	
Reedley CA		
		4222.20

4996

11-4288/1210

PAY

four thousand two hundred twenty two & 20

DOLLARS

CHECK NO.	TO THE ORDER OF	DATE	DESCRIPTION	CHECK AMOUNT
4996	Mica Construction Inc 16007 Griffith Sanger CA 93657	11-9-2018	11th St	4 222.20

Shield



[Signature]



~~THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED MARK DISAPPEARS WITH HEAT.~~



Mico Construction Inc.

16007 Griffith
Sanger, CA 93657
Lic. # 634873
(559) 875-5100
Toll-Free (800) 281-8131
Fax (559) 875-6737

DATE 10/5/18

**BILL
TO:**

BILL TO: ATTN. Roger Kusel.

1053 "6" st.

Reedley C. 93654

[illegible]

Signature

3650. ~~22~~ Contracted Amt.
223.20 TOTAL PRICE
TO DATE



Mico Construction Inc.

Mike Tillinghast, Inc.
dba - Mico Construction, Inc.
General Contractor

Lic. # 534873

Toll-Free (800) 281-8131

Info@micoconstruction.com

OWNER'S NAME KUSCH HOME (905-9307
OWNER'S ADDRESS 1053 G St CITY Reedley STATE CA ZIP 93654
BILLING ADDRESS 1060 G St CITY " STATE " ZIP "
The undersigned, as owners of the following described real property:
JOB ADDRESS SAME CITY " STATE " ZIP "
STATE OF CA COUNTY OF Fresno BK " PG "
DESCRIBED AS LOT " TRACT "

hereby contract with and authorize you as contractor, to furnish all necessary material, labor and workmanship, to install, construct, and place the improvements, in accordance with the plans and specifications as attached or described on reverse which, are incorporated hereby, and in accordance with the terms set forth herein, for the total sum of materials and labor to cost \$ 3650.00 payable as set forth hereinafter.

Down Payment \$ 0 Balance of \$ 3650.00
Work to start approximately 1-2 wks To be completed approximately 3-4 days

COMMENTS
Complete Siding Repair to Vinyl Siplap
Due to heat fire as follows:
INSTALL NEW D-4 Mastic Siplap Vinyl Siding
APPROX 250 SQ. FT. WALL SURFACE AREA. Includes
J-channel, Finish Trim, Starter, Factory Ends
to all splice Runs, color: Sterling Grey.
Apply Vapor wrap as needed, check coil PUC
Coated areas for surface damage - Billed @ 60."
Coil. plus 200 per roll Aluminum coil, clear
pressure wash siding. Tax, Mats, Labor, Fuel
TRUCK. (NOTE) LIMITED DAMAGED TO EAST WALL INCH.

Owners, Insurance Company, Property Managers, Prime Contractor, Agents of Owners, and all parties other than MICO CONSTRUCTION, entering into this contract with MICO CONSTRUCTION will be referred to as "Owner" for the purpose of this contract.

ARBITRATION OF DISPUTES

NOTICE: BY INITIALING IN THE SPACE TO THE LEFT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDING IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHT YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTER INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

All siding, windows, garden rooms, aluminum patios and carport are special order items. Any cancellation of these special order items by customers regardless of reason or fault, shall be charged back 30% of purchase price and made payable to MICO CONSTRUCTION for said cancellation.

All labor performed by MICO CONSTRUCTION shall be billed at a rate not less than \$75.00 per company hour per man plus material costs and 10% all additional services rendered by MICO CONSTRUCTION not billed in written contract shall be billed at the above stated amounts.

Owners, Insurance Company, Property Managers, Prime Contractor, Agents of Owners, and all parties other than MICO CONSTRUCTION, entering into this contract with MICO CONSTRUCTION will be referred to as "Owners" for the purpose of this contract.

Contractor to perform all work in workmanlike manner and shall comply with California Contractor's License regulations and County, City, State and Federal Laws.

This order shall become binding upon acceptance thereof by Contractor and shall not be deemed to be a bid in any sense of the word. However, upon acceptance of same by Contractor, it shall thereafter be treated as a contract between the undersigned owners and the Contractor.

This agreement shall not be binding on Contractor unless properly accepted by the Contractor or by an officer of Contractor's firm. Full acceptance of this contract by Contractor is contingent upon his securing loan for amount for owner, if owner's loan is hereby applied for, in any other financial agreement.

It is further mutually agreed that this contract may be assigned by Contractor, and that where the term "Contractor" is used herein, it shall be construed to mean assigns, and the terms and agreements herein contained shall bind, apply and inure to the heirs, successors, executor and administrators of the parties thereto.

Owner or owners hereby agree that at no time during the period of construction will they interfere in any way whatsoever with the performance of this work. All unused materials shall remain the property of the contractor. It is mutually understood and agreed that any and all products/materials may be substituted for similar products/materials and that this decision will be by MICO CONSTRUCTION sole discretion.

Payment schedule to be as stated above. If not stated above, one half down payment upon commencement of work and balance upon completion or when inspector signs off permit, whichever occurs first. There will be retention or holding of any money due unless mutually agreed upon in writing in the original contract and prior to the commencement of any work or cash outlay by MICO CONSTRUCTION.

It is mutually agreed that the party or parties entering in this contract with MICO CONSTRUCTION will supply, at their own expense, any and all necessary drawings, permits, and call for all inspections, any and all approvals from governmental district, historical associations and/or any other organization concerning this improvement

and/or contract agreement, unless so stated differently above, upon completion of above, upon completion of above owner to notify contractor when commencement of work is to begin.

It is mutually agreed that any and all collection cost, legal and attorney fees, and court cost will be the sole liability of and will be paid by the party and/or parties entering into this contract with MICO CONSTRUCTION. It is also mutually agreed and understood that MICO CONSTRUCTION, its owner, or officer of this contractor's firm is not in any way liable for any collection cost, legal and attorney fees, and/or court costs.

Work to commence and be completed as close to the above stated dates as this construction company can. It is mutually agreed that any additional work, change orders, unfavorable weather conditions, strikes, employment problems, fluctuation in business or any other unforeseen condition will require additional completion time at no penalty to MICO CONSTRUCTION.

It is mutually agreed that should be any alterations, foundation, dry rot, termite and/or any and all hidden work not stated in the above contract, owner agrees to pay Contractor any and all costs incurred by change and or additional work. The undersigned acknowledges receipt of a true copy of this contract, acknowledges that he has read and knows the contents thereof and backs up, and understands that no other agreement, verbal or otherwise, is binding upon the parties thereto, and that same contains the entire contract.

It is mutually understood and totally agreed that MICO CONSTRUCTION warrants the work and workmanship done on this for only one year from completion unless so stated differently above. All product warranties are made by the manufacturers and therefore the manufacturers are the one to be held accountable. In other words, MICO CONSTRUCTION is not liable for any product or its warranty. MICO CONSTRUCTION is liable for only the installation of said product.

Any and all changes, deletions, and/or additions from this contract which may include drawing of plans, change order, etc. have been completed and accepted by mutual agreement by all parties upon final payment. Any and all exceptions are to be in writing and signed by all parties upon final payment.

It is mutually understood and agreed that this written contract and possible change orders supersede any plans, drawings, etc. and that all measurements on this contract change orders drawing, etc. are all approximate and not to be held to exact size or dimension.

It is understood and agreed that all payments hereunder shall be at the office of the Contractor or of the assigns.

For your own protection all deposits must be made by Money Order, Check, or Cashier's Check in favor of MICO CONSTRUCTION. IF NOT MADE OUT MICO CONSTRUCTION, THEN IT IS MUTUALLY AGREED THAT NO PAYMENT HAS BEEN MADE AND THE MONEY IS OWED TO MICO CONSTRUCTION.

IN WITNESS WHEREOF, the parties hereto signed their names this

26 day of Sept 2018
Accepted - Mico Construction
Contractor

Accepted - Owner or Agent of Owner
Owner or Agent of Owner

you the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of transaction. See attached notice of cancellation form for an explanation of this right.

PAY FROM THIS CONTRACT



Toll-Free (800) 281-8131
Fax (559) 875-6737

DATE 11/12/18

BILL TO: Roger Kusch

1053654

Reedley, CA

CUSTOMER ACCOUNT NUMBER					
<i>Siding Repair</i>					
QTY		UNIT PRICE	EXTENSION		
	<i>Contract</i>			<i>3650</i>	<i>-</i>
	<i>PPC</i>			<i>285</i>	<i>-</i>
	<i>Permit</i>			<i>287</i>	<i>20</i>
	<i>coil</i>			<i>400</i>	<i>-</i>
	<i>Frieght from Sac.</i>			<i>200</i>	<i>-</i>
	<i>sicle repair</i>			<i>50</i>	<i>-</i>
			SUB TOTAL	<i>4222</i>	<i>20</i>
			SALES TAX		
			SHIPPING		
			TOTAL	<i>650</i>	<i>20</i>

Signature _____

X *[Signature]*

} paid

Paid Chk

balance due

Signature

X

[Signature]



REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 6

DATE: December 11, 2018

TITLE: APPROVE MAYOR'S NOMINATION TO FILL VACANCY ON THE
STREETSCAPE MAINTENANCE COMMITTEE.

SUBMITTED: Sylvia B. Plata
City Clerk

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff requests that the City Council approve and appoint Mayor's nomination to fill the Streetscape Maintenance Committee vacancy.

SUMMARY

The current vacancy is due to the resignation of former Committee Member Dale Melville. The position was published in the Reedley Exponent on October 18, 2108 and no applications were received by the deadline, therefore the position remains available. A recent application was received from Shelly Henderson, owner of Sweet Destination and applicant meets all committee requirements. Mayor Betancourt has reviewed the application, and recommends that Ms. Henderson be appointment to the Streetscape Maintenance Committee and continues with Mr. Melvilles' position terms which has a term expiration of August 2020.

Motion: _____

Second: _____

Rec.
11-27-18

CITY OF REEDLEY
COMMISSION/COMMITTEE APPLICATION FORM

I hereby request that I be considered for appointment to the following Commission or Committee:

PLEASE TYPE OR PRINT IN BLACK INK
CHECK ONE ONLY— USE SEPARATE APPLICATION FOR EACH COMMISSION

- ☐ Airport Commission
- ☐ Commission on Aging
(Must reside within 2 miles of City limits)
- ☐ Community Services Commission
(Must reside within City limits)
- ☐ Planning Commission
(Must reside within City limits)
- ☐ Traffic Safety Commission
(Must reside within City limits)
- ☒ Streetscape Maintenance Committee
(Must be a business owner within Downtown Streetscape Maintenance District)

NAME: Shelly Henderson

HOME ADDRESS: 1115 G Street
Reedley, CA 93654

MAILING ADDRESS (if different from above):

HOME PHONE: ~~909-277-1234~~ DAY PHONE: Same

EMAIL ADDRESS (if applicable): shelly@sweetdestination.com

RESIDENT OF REEDLEY FOR _____ YEARS.

EMPLOYED BY: Owner, Sweet Destination

DATE: 11-27-18 SIGNATURE: Shelly Henderson

(Additional information is required on the back of this form).



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 7

DATE: December 11, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A FIVE YEAR AGREEMENT WITH C&S COMPANIES FOR AIRPORT CONSULTANT SERVICES

SUBMITTED: Sarah Reid
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign a five year agreement with C&S Companies for airport consultant services.

BACKGROUND

Every five years the Federal Aviation Administration (FAA) requires airport sponsors to advertise for airport consulting services. The guidance for this process can be found within the FAA Advisory Circular (AC) 150/5100-14E, *Architectural, Engineering, Planning, and construction administrative Consultant Services for Airport Grant Projects*. Therefore, a Request for Qualifications was advertised in the Reedley Exponent, Association of California Airports (ACA), and on the City website for 30 days during the month of October, 2018. This complies with the FAA requirements for advertisement. The deadline for qualification packages was October 30, 2018, in which two responses from consulting firms were received – Reinard W. Brandley and C & S Companies.

The FAA AC states that a review process must take place to assess the written qualification packages and make a recommendation to the Airport Commission before going to City Council. A review panel consisted of the Community Services Director, Public Works Director and two airport commissioners. The review panel and the Airport Commission unanimously felt that C&S Companies was found to be the most qualified firm for airport consulting services to be provided to the City. The City and C&S have the right to terminate the contract at any time with a 30 day written notice, and the City reserves the right to conduct independent fee estimates for projects to verify reasonable fees.

In both 2008 and 2013, the City went through this same process and selected C&S Companies as the most qualified firm for its airport consulting work. In this ten year period, the City of Reedley and C&S Companies have successfully planned and constructed Perimeter Fence and Runway Preservation projects. C&S has also played an integral part in fostering relationships with the FAA and Caltrans to help the City acquire additional funding for these projects. The completion of these projects has made

the airport more viable to the aviation system and increased safety for its pilots.

FISCAL IMPACT

C&S uses local firms for specialized services during design projects such as geotechnical, survey, water quality, and biological studies as they are required for specific projects. In addition, C&S has worked with the City to include administrative fees for the City to recoup during each project. This helps off-set the grant match and allows City staff to perform services while getting reimbursed from the FAA as needed on projects. The next five years of improvements will address the drainage issues and monthly and transient tiedown areas.

COMMITTEE/COMMISSION REVIEW/ACTIONS

At the Airport Commission meeting on November 29, 2018, the Commission recommended C&S Companies to continue providing airport consultant services for the City of Reedley.

PRIOR COUNCIL ACTIONS

In both 2008 and 2013, C&S was recommended to the Airport Commission for consecutive five year terms. On both occasions, the City Council passed this recommendation unanimously.

ATTACHMENTS

Airport Consulting Services Contract with C&S Companies

Motion: _____

Second: _____

AIRPORT CONSULTING SERVICES CONTRACT

This Agreement, effective as of this 11th day of December, 2018, is by and between:

CITY OF REEDLEY, REEDLEY MUNICIPAL AIRPORT hereinafter referred to as the **SPONSOR** AND **C&S ENGINEERS, INC.** hereinafter referred to as the **CONSULTANT**.

FOR THE PURPOSE of providing design, engineering and construction management services for both AIP and potential non-federally funded projects for the Reedley Municipal Airport. All work will be required to meet Federal Aviation Administration (FAA) standards and California Department of Transportation (Caltrans) Aeronautics Division Standards.

The scope of services includes, but is not limited to, the following tasks:

- Environmental studies, assessments, and reports to include requirements of CEQA, NEPA, CATEX and associated regulations; and representing the City in discussions with regulatory agencies.
- Assist in preparation and development of the Airport Capital Improvement Plan (ACIP). Prepare necessary applications and documentation for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding.
- Project engineering; airfield civil and electrical engineering for ACIP projects including terminal, runways and taxiways and associated tasks.
- Miscellaneous airport engineering and consulting support services as may be required from time to time by the City of Reedley. These consultant services may include representing the City in discussions with FAA regarding the work program, grant requirements and project documentation.
- Special Services may include:
 1. Airport business and operational consulting.
 2. Assisting Reedley Municipal Airport in the preparation of necessary applications for local, state, and federal grants.
 3. Soils investigations, including core sampling, laboratory tests, quality assurance related analyses and reports.
 4. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
 5. Land surveys and topographic maps.
 6. Public information and community involvement surveys, studies and activities.
 7. Pen and ink changes to ALP.

The Sponsor and Consultant do hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

- 1.1 Employment of the Consultant.** In consideration of the mutual promises contained in this Agreement, the Sponsor engages the Consultant to render airport consulting services in furtherance of the Sponsor's development, operation, and management of airports under the control of the Sponsor in accordance with all the terms and conditions contained in this Agreement, and pursuant to Authorization(s) of Services issued pursuant to this Agreement for specific projects, which Authorization(s) shall be attached to and by this reference made a part of this Agreement.
- 1.2 Scope of Services.** The Consultant shall do, perform, and carry out, or cause to be done, performed, and carried out, the services generally outlined below and specifically indicated in future task orders to be incorporated by reference hereto. In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. To assist it in doing, performing, and carrying out the services, the Consultant is authorized to utilize the services of independent contractors, consultants, and subconsultants, when such services are warranted and agreed upon by the Sponsor.
- (a) **General Services.** The Consultant shall render services as the Sponsor's airport consultant, giving consultation and advice as needed. The Consultant shall provide general project administration, financial planning, and management services, including, but not necessarily limited to, consultation regarding priority determination, funding sources, and scheduling of work for the design and construction of airport maintenance and development projects.
 - (b) **Planning and/or Feasibility Studies.** For all services not covered under the above general services, separate Authorization of Services will be prepared as required. Each Authorization of Services for planning and/or feasibility studies shall set forth the specific services to be performed; the time limits, if any, within which such services are to be performed; the compensation to be paid the Consultant for its services; and other special conditions or provisions which apply to the particular study and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of such an Authorization of Services.
 - (c) **Airport Engineering Services.** The Consultant shall assist the Sponsor in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, bidding, and construction administration. Specific engineering services will be included under a Scope of Services in an attached Authorization of Services. One or more separate Work Orders will be prepared for each project and when signed by the parties, becomes a part of this Agreement. Each Work Order shall set forth, in addition to the specific services to be performed in connection with the project described therein, the time limits, if any, within

which such services are to be performed; subconsultants to be utilized; the compensation to be paid the Consultant for its services; and any other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Agreement. The Consultant may elect not to perform any services before execution of an Authorization of Services.

- 1.3 **Responsibility of the Consultant.** The Consultant shall be responsible for the quality, technical accuracy, and the coordination of all services provided by the Consultant under this Agreement.
- 1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards (on the accuracy of which the Consultant may rely in performing its services); assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.
- 1.5 **Subcontracts.** At the time subcontracted services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subcontracting firm. The Consultant must receive approval in writing from the Sponsor prior to utilization of a subconsultant. The Sponsor's approval will not be withheld unreasonably.
- 1.6 **Time of Performance.** The general services of the Consultant shall be available on a continuous basis for a period of Five (5) years commencing as of the effective date of this Agreement set forth above. Specific services described in all attached Authorization of Services shall be undertaken and completed in the sequence and timeframe agreed upon and specified in each Authorization of Services. It is understood that specific services begun during the Time of Performance as outlined above may require the services of the Consultant beyond the termination date of this Agreement, in which case the provisions of this Agreement will remain in effect until the specific services are complete.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

- 2.1 **Compensation.** All compensation for services rendered by the Consultant shall be based upon criteria established below which relate to the type of services provided and must be billed through the Consultant.
 - (a) **General Services.** Compensation for general services authorized by the Sponsor shall be based upon agreement between the Sponsor and the Consultant. General services may be included in the Consultant's scope of services. The Consultant and any of its subconsultants must provide hourly rate schedules which will be approved by and placed on file with the Sponsor. Such hourly rate schedules will establish a billing note for each employee category which includes direct salary,

overhead, and profit and shall constitute the full and complete compensation per hour of services performed by the Consultant. Eligible expenses shall be reimbursed by the Sponsor based upon submittal of expense reports and/or receipts if requested. All eligible expenses will be outlined and generally approved by the Sponsor beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, but not purchases of same and all purchases which become the property of the Sponsor. The Consultant may submit revised hourly rate schedules when changes occur and adjustments are necessary, provided that such changes are approved by the Sponsor and no other adjustments have been approved during a period of no less than six (6) months prior to the requested adjustment. The Consultant's 2019 rate schedule is attached hereto as Exhibit "A".

- (b) Project Services. Compensation for services rendered by the Consultant shall be negotiated with the Sponsor and formally agreed to in a Work Order that will become an amendment to this Agreement.

A Work Order shall include labor projections by task and will result in a lump sum fee for the service, unless otherwise specified. This fee will constitute full and complete compensation for services performed by the Consultant and/or its subconsultants.

2.2 Method of Payment. The Sponsor shall pay the Consultant pursuant to the agreed-upon rate schedule the appropriate rate or fixed price amount for services rendered as described in Paragraph 2.1 of this Agreement only after the Consultant has specified that it has performed the services and is entitled to the amount requisitioned under the terms of this Agreement.

- (a) General Services. For general services rendered through authorization from the Sponsor, the Consultant shall submit a requisition for payment outlining actual hours and expenses incurred once the services are performed or at monthly intervals. Payments shall be subject to receipt of requisitions for payment from the Consultant specifying that it has performed the services and is entitled to the full amount requisitioned under the terms of this Agreement.
- (b) Major Project Services. For services rendered under an Authorization of Services, the Sponsor shall pay to the Consultant not more than the fixed-fee amount set out in the particular Authorization of Services. Payment shall be at monthly intervals subject to receipt of requisitions for payment from the Consultant specifying that it has performed the services and is entitled to the full amount requisitioned under the terms of the Authorization of Services and this Agreement. Requisitions for payment will be based upon the percentage of the Consultant's services actually completed during the monthly billing period in relation to all services to be performed under that particular Authorization of Services.

- 2.3 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for services completed unless otherwise agreed to by the Sponsor. The Consultant shall also prepare the necessary forms and Requisitions for Payment under the State of California and/or Federal project grant application requirements.
- 2.4 **Billing Address.** All billing will be to the Airport Manager at 100 N. East Avenue, Reedley CA, 93654
- 2.5 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the Consultant. It is expressly understood that the Sponsor has the right to withhold payment on an invoice if it believes that the Consultant has not performed the requisitioned services in a satisfactory manner. If the Sponsor decides to withhold payments to the Consultant for any reason, it must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice. If any payments are not made when due, then the Consultant may suspend services under this Agreement until payment has been made in full or other satisfactory arrangements have been made.
- 2.6 **Notice.** All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Sponsor:

Sarah Reid
Airport Manager
City of Reedley
100 N. East Avenue
Reedley, CA 93654

Consultant:

Jessica Bryan
Department Manager
C&S Engineers, Inc.
8950 Cal Center Drive, Suite 102
Sacramento, CA 95826

The address to which any notice or demand may be given to either party may be changed by written notice.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time and by written order, make changes in the services to be performed under this Agreement and such changes must be agreed to in writing by both parties. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, then an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this Article Three must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

- 4.1 **Termination for Convenience.** The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- 4.2 **Termination for Default.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Sponsor:** The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Sponsor approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings,

specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Sponsor agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

ARTICLE FIVE - ASSURANCES

- 5.1 **Access to Records and Reports.** The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly

authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

- 5.2 **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate the contract. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. Sponsor may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Sponsor's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- 5.3 **General Civil Rights.** The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- 5.4 **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (a) **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (b) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (c) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (d) **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (1) Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - (2) Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration or Caltrans may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States and the State of California to enter into the litigation to protect the interests of the United States and the State of California.

- 5.5. **Clean Air and Water Pollution Control.** Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery.

The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

5.6 Certification Regarding Debarment. The Consultant certifies, by acceptance of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower-tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation.

5.7 Disadvantaged Business Enterprises Contract Assurance. The Consultant or any of its subconsultants shall not discriminate on the basis of race, color, nation origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the sponsor or the FAA deems appropriate.

5.8 Distracted Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

5.9 Energy Conservation Requirements. Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

5.10 Federal Fair Labor Standards Act. All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.11 **Trade Restriction Certification.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate

against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

5.12 Lobbying and Influencing Federal Employees. The Consultant certifies by signing and submitting this Agreement, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.13 Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims

or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 5.14 **Rights to Inventions.** Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
- 5.15 **Certification of Consultant Regarding Tax Delinquency and Felony Convictions.** The Consultant must complete the following two certification statements. The Consultant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The Consultant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
 - 2) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 5.16 **Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 5.17 **CALTRANS Review and Approval.** On projects involving State Airport Development Agreements, CALTRANS shall approve all plans and specifications prior to bid advertisement. In addition, all change orders shall also be approved by CALTRANS.
- 5.18 **Ownership of Documents and Other Data.** Original documents, such as tracings, plans specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and generally should remain in the property of the Consultant unless otherwise agreed to by

both parties. Reproducible copies of the drawings and copies of other pertinent data, including available electronic files, on disk, shall be provided to the Sponsor.

ARTICLE SIX - SUSPENSION OF SERVICES

The Sponsor may order the Consultant, in writing, to suspend all or any part of the services for such period of time as it may determine to be appropriate for the convenience of the Sponsor. If the performance of all or any part of the services is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and the Agreement and Authorization of Services, if applicable, shall be modified in writing accordingly. However, no adjustment shall be made under this Article Six for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

ARTICLE SEVEN - LIABILITY

7.1 Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Sponsor and its representatives, officers, directors, officials, and employees from and against any claims, direct damages, losses, and expenses (including, but not limited, to reasonable attorneys' fees, court costs, and the costs of appellate proceedings) resulting from or caused by the Consultant's negligent acts, errors, mistakes or omissions in the performance of services under this Agreement. The Consultant's duty to hold harmless and indemnify the Sponsor shall arise in connection with any claim, direct damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property, including loss of use resulting therefrom, caused by any negligent act, error, mistake, or omission in the performance of the Consultant's services under this Agreement, including those by any person for whose negligent acts, errors, mistakes, or omissions Consultant may legally be liable. The amount and type of insurance coverage requirements set forth in this Agreement shall not limit the scope of the indemnity in this Paragraph 7.1.

7.2 Liability of Subconsultants. It shall be the responsibility of the Consultant, to assure through contractual agreement that any independent contractor, subcontractor, or subconsultant utilized by the Consultant under subparagraph (c) of Paragraph 1.2 ,Scope of Services, shall save and hold harmless the Consultant, the Sponsor, and any of their respective representatives, officers, directors, officials, and employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of, resulting from, or caused by, any negligent error, omission, or act of the independent contractor, subcontractor, or subconsultant.

ARTICLE EIGHT - INSURANCE

Without limiting Consultant's indemnification of the Sponsor, and prior to commencement of work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the Sponsor.

- A. Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Consultant shall submit to the Sponsor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Sponsor, its officers, agents, employees, and volunteers.
- B. General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10, or equivalent, to provide that the Sponsor and its officers, officials, employees, and agents shall be additional insureds under such policies.
- C. Professional Liability. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- D. Proof of Insurance. Consultant shall provide to Sponsor, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the Sponsor, prior to commencement of performance. Current evidence of insurance shall be kept on file with the Sponsor at all times during the term of this Agreement. The Sponsor reserves the right to require complete, certified copies of all required insurance policies, at any time.
- E. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A \square (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Sponsor.
- F. Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Sponsor to inform Consultant of non \square compliance with any requirement imposes no additional obligations on the Sponsor, nor

does it waive any rights hereunder.

- G. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- H. Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

ARTICLE NINE - INTERESTS AND BENEFITS

- 8.1 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE TEN - ASSIGNMENT

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the Sponsor; provided, however, that claims for money due or to become due to the Consultant from the Sponsor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Sponsor.

ARTICLE ELEVEN- CLAIMS AND DISPUTES

All claims, disputes, and matters in question between the Sponsor and the Consultant arising out of this Agreement which are not resolved to the satisfaction of either parties after being submitted to the City Manager, will be submitted to non-binding mediation prior to any lawsuits being filed. The parties agree to share the costs of mediation equally. In any mediation or lawsuit, the prevailing party shall be entitled to an award of its attorney's fees and costs.

ARTICLE TWELVE- GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any suit arising out of this Agreement shall be brought in the state courts of California, but only after the review procedure specified in Article 11.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

City of Reedley, California

By: _____

Name: Nicole R. Zieba

Title: City Manager

C&S Engineers, Inc.

By: _____

Name: Jessica Bryan, P.E., C.M.

Title: Department Manager



EXHIBIT A

C&S Engineers, Inc.
8950 Cal Center Drive, Suite 102
Sacramento, CA 95826
P: (916) 364-1470

C&S Engineers, Inc. 2019 Billing Rate Schedule

LABOR CATEGORY	BILLING RATE
Operations	
Service Group Manager	\$ 284.00
Department Manager	\$ 273.00
Administrative Assistant	\$ 98.00
Engineering	
Project Manager	\$ 248.00
Principal Engineer	\$ 216.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$ 174.00
Engineer	\$ 150.00
Staff Engineer	\$ 126.00
Senior Designer	\$ 134.00
Designer	\$ 115.00
CADD Operator	\$ 104.00
Planning	
Managing Planner	\$ 200.00
Senior Project Planner	\$ 189.00
Planner	\$ 130.00
Grants Administrator	\$ 118.00
Staff Planner	\$ 115.00
GIS Analyst	\$ 105.00
Construction Management	
Senior Construction Supervisor	\$ 200.00
Construction Supervisor	\$ 168.00
Construction Inspector	\$ 132.00
Resident Engineer	\$ 175.00
Inspector (Prevailing Wage)	Based on applicable DIR Wages at time of project
Inspector (Prevailing Wage OT)	Based on applicable DIR Wages at time of project
Inspector (Non-Prevailing Wage)	\$ 126.00

EXHIBIT B



U.S. Department of Transportation
Federal Aviation Administration

OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Selection of Consultants Airport Improvement Program Sponsor Certification

Sponsor: City of Reedley

Airport: Reedley Municipal Airport

Project Number: 3-06-0196

Description of Work: Airport Consulting Services Contract (FY2018-2023)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Reedley

Name of Sponsor's Authorized Official: Nicole R. Zieba

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 8

DATE: December 11, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH GIANTS COMMUNITY FUND TO ALLOW THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM.

PREPARED BY: Ruben Castaneda Jr, Recreation Coordinator

SUBMITTED: Sarah Reid , Community Services Director

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign an agreement with Giants Community Fund to allow the City of Reedley to provide the Jr. Giants Baseball Program.

EXECUTIVE SUMMARY

Jr. Giants Baseball is a free program offered during the summer months to children ages 5-12. The program serves 350 players. The Giants Community Fund provides all needed equipment, uniforms and hats. Four years ago the Giants Community Fund started providing one staff member to assist City staff. The City is responsible for the league oversight.

BACKGROUND

The City has offered the Jr. Giants Program for the past 14 years. Staff is asking for the approval to continue offering this program by allowing the City Manager to sign this agreement.

FISCAL IMPACT

Staff time is accounted for in the 2018-19 FY Budget.

ATTACHMENTS

Agreement with Giants Community Fund

Motion: _____

Second: _____

2019 Junior Giants League Agreement

1. Introduction

Please complete the 2019 Junior Giants League Agreement by Tuesday, November 20.

Please note: You must initial each policy before moving on to the next page. If you have any questions or issues on specific policies in this agreement, please contact your Junior Giants Coordinator/Manager as soon as possible.

If you need to complete the survey in multiple sittings, click "Save and continue later" at the top of the page.

Thank you in advance for your time!

1. League

Reedley

2. Your Name

First : Ruben

Last : Castaneda Jr.

3. Your Organization Name

City of Reedley

4. Junior Giants Coordinator/Manager

Nicole Catchatoorian

2. Contact Information

Please take a minute to update your basic contact information to ensure deliveries and communication are directed to the right place. This information you provide will be the location where all shipments will be sent. Thank you!

5. Commissioner contact information

Name (first and last) : Ruben Castaneda Jr.

Office phone number : 559 637-4203

Cell phone number : 559 318-6034

Email address : ruben.castaneda@reedley.ca.gov

6. Please note that the contact information listed above (except cell phone number) will be posted on jrgiants.org and Sports Illustrated Play if participants have registration questions.

If you prefer different contact information to be listed online, please enter it below.

Email address : ruben.castaneda@reedley.ca.gov

Phone number : 559 637-4203

Name (first and last) : City of Reedley

7. Current league shipping address

*Please note this is where all your materials will be delivered.

Address : 100 N. East Ave.
City : Reedley
State : CA
Zip : 93654

8. Assistant Commissioner contact information

Name (first and last) : Sarah Reid
Office phone number : 5596374203
Cell phone number : 559 360-8657
Email address : sarah.reid@reedley.ca.gov

9. Please enter the email address where you would like a copy of this survey emailed.

sarah.reid@reedley.ca.gov

10. Please enter any other contacts you would like included on group emails from the GCF (Commissioner and Assistant Commissioner are already included).

	Name	Email
Contact		
Contact		
Contact		

3. 2019 Projections

11. How many total PLAYERS do you expect in 2019?

T-ball: 5-6 years old : 100
Minors: 7-9 years old : 150
Majors: 10-13 years old : 125
Total : 375

Comments:

4. FlierOrder

The Giants Community Fund provides custom fliers to each league to help promote and recruit for the Junior Giants program.

The flier size is 8.5 x11 and is double-sided, one side in English, and the other in Spanish. They are in color and will have your league's information inserted in the text box.

THE FOLLOWING INFORMATION WILL BE PRINTED ON YOUR LEAGUE'S FLIERS. PLEASE ONLY LIST WHAT YOU WOULD LIKE PRINTED.

12. Please indicate below what form(s) of promotion you are interested in receiving this season.

Fliers + PDF File

13. Flier Quantity

I acknowledge that the flier quantity listed in the League Agreement email is accurate.

14. Please pick a date between Monday, April 1 and Monday, April 15 to your registration to open. You can keep your registration open as long as needed after this date.

04/01/2019

Comments:

15. Since not all families have Internet access at home, please arrange for at least one opportunity for participants to register online in person.

In-person registration can be held on one or more designated registration days/nights (i.e. April 21 from 5-7 PM) or on consistent days over a period of weeks (i.e. Monday-Friday from noon to 6 PM). Computers with Internet access should be made available for families to use and volunteers or staff members should be present to answer questions.

Please choose which of the following options work best for your organization and the families in your community.

One or more designated registration days/nights

16. How many registration dates will you host?

3

17. Registration Day #1

04/02/2019

Comments:

18. Time for Registration Day #1

Please include AM/PM.

Start time : 5:00pm

End time : 6:00pm

19. Registration Day #2

04/09/2019

20. Time for Registration Day #2

Please include AM/PM.

Start time : 5:00pm

End time : 6:00pm

21. Registration Day #3

04/16/2019

Comments:

22. Time for Registration Day #3

Please include AM/PM.

Start time : 5:00pm

End time : 6:00pm

23. Location for in-person registration date(s)

Location (i.e. City Hall) : Reedley Boys and Girls Club
Address : 100 N. East Ave.
City : Reedley

24. If applicable, please add any other pertinent registration information (for example, a school district disclaimer).

25. Contact information to be printed on fliers:

Phone number : 5596374203
Email address : ruben.castaneda@reedley.ca.gov
First and last name : City of Reedley

5. Flier Preview

26. Please review the following information that will be printed on your fliers. If you have any edits, please click the "back" button on the survey.

Kids & Coaches interested should contact:

City of Reedley

City of Reedley- 5596374203, ruben.castaneda@reedley.ca.gov

Sign up at gojrgiants.org beginning 04/01/2019

or in person 04/02/2019 from 5:00pm to 6:00pm, 04/09/2019 from 5:00pm to 6:00pm, or 04/16/2019 from 5:00pm to 6:00pm

at Reedley Boys and Girls Club, 100 N. East Ave., Reedley

League starts mid-June

Please initial that this information is correct. If you have any comments, please leave them below.

SR

Comments:

Other notes for recruitment:

Fliers should be distributed among schools, community centers, faith-based organizations, other youth-serving organizations and neighborhood parks in underserved areas.

PDF fliers should be distributed via email blasts, websites, social media, etc.

Junior Giants should be listed in the Parks & Recreation Activity Guide for leagues that are operated by cities.

For public relations assistance, please contact W2O at JrGiants@w2ogroup.com.

6. 2019 Junior Giants League Agreement

Junior Giants, the flagship program of the Giants Community Fund, is a free, noncompetitive and coed baseball/softball & youth development program for boys and girls ages 5-18 years old.

Junior Giants leagues are hosted by youth-serving organizations that exist separately from any association with the Junior Giants program (e.g., Park and Recreation Districts, Police Activities Leagues, YMCAs, Boys and Girls Clubs, etc.).

This Agreement is entered into by and between the Giants Community Fund ("GCF") and City of Reedley ("the Organization"), which is hosting the Reedley Junior Giants League ("the League") for the 2019 season.

As a condition of participation in the Junior Giants program and hosting the League, the Organization agrees to the following terms:

(Please initial each item. If you have any questions or issues with specific items, please write them in the comments section.)

7. 2019 League Information

27. Registration must go live between April 1st and April 15th.

Prior to going live with registration, the Giants Community Fund must receive the following:

This League Agreement

Current Proof of Insurance

Please initial below to acknowledge these requirements.

SR

Comments:

28. You will be required to host at least (1) [First Pitch Meeting](#), (1) [Volunteer Meeting](#), (1) Make-Up Volunteer Meeting & (1) [Fundamentals Clinic](#) before your practices begin.

Please initial below to indicate you are aware of the following responsibilities:

Choosing dates between May 24 and June 9 to host the meetings

Reserving the appropriate facilities for the events

Promoting the dates to your league in advance (dates should be chosen prior to registration opening)

Requiring attendance from all families

SR

8. League Operation

29. 2019 Season Schedule

The Organization shall ensure that its Junior Giants season will be 8 weeks in duration (including practices) and follow the Junior Giants Season & Program Schedule below:

Week of June 10: Week 1: Introduction to Junior Giants (practices only or 1 game and 1 practice for each team)

Week of June 17: Week 2: Health (practices only or 1 game and 1 practice for each team)

Week of June 24: Week 3: Strike Out Bullying (begin playing games if games have not already started.

Remainder of season should consist of 1 practice and 1 game each week for each team.)

Week of July 1: Week 4: Education

Week of July 8: Week 5: Confidence

Week of July 15: Week 6: Teamwork

Week of July 22: Week 7: Leadership

Week of July 29: Week 8: Integrity

SR

Comments:

30. League Guidelines

The Organization ensures that:

The League has a minimum 150 participants.

Over 50% of our Junior Giants participants are above the T-ball age (5-6 years old).

All Junior Giants players must be at least 5 years old on or before July 1, 2019.

Practices and games will be held on weekends and/or weeknights after 5:30 PM so parents can be actively involved in the League.

SR

Comments:

31. Commissioner/Agency Responsibilities

The Acting Commissioner of the League shall attend the mandatory Commissioners Camp at AT&T Park in early 2019 (date to be announced) along with the Assistant Commissioner or an additional league organizer. If the Acting Commissioner is unable to attend the Commissioners Camp, the League must send another representative who is connected with and involved in the League.

The Organization will provide a secure storage space for all equipment provided by the Giants Community Fund with the exception of equipment that is no longer safe to use.

The Organization will run the program according to the Junior Giants [Code of Ethics](#).

SR

Comments:

32. Nondiscrimination

The Organization will refrain from discriminating on the basis of race, color, creed, national origin, gender, gender identity and expression, sexual orientation, disability, and military status in any of its activities or operations. The Organization shall foster an inclusive and welcoming environment for all players, coaches, volunteers, and families. The Organization shall provide equal opportunities for both females and males to play and coach.

SR

Comments:

9. Online Registration & Background Checks

33. Online Registration

The organization shall:

Conduct all player, coach, and team parent registration through GCF's online sports management system, Sports Illustrated Play*.

Not accept any other form of registration (i.e. paper registration).

Require each participant or his/her parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through SI Play prior to any participation in Junior Giants.

[Submit the current session](#) by Friday, June 28, 2019.

**Specific platform subject to change*

SR

Comments:

34. Waitlists & Roster Upkeep

If the League uses a wait list for participants, the League shall use its best efforts to give children on the wait list an opportunity to play. If there is a League wait list, the League shall implement a "3 Strikes, You're Out" policy for participants who do not attend three events (meetings, practices, or games) without giving prior notice.

The League shall monitor attendance and manage our rosters weekly. When dropping players to make room for wait-listed players, leagues must move players onto a "fake" team, rather than unregistering players from the system. Please move players onto specific teams that signify when players were dropped, i.e., "Never attended," "Dropped during Weeks 1-4," etc.

SR

Comments:

35. Tracking

The League shall track players' progress in the Junior Giants programs on Sports Illustrated Play and keep an accurate count of participant attendance each week.

SR

Comments:

Background Checks

The Organization will take all precautions to protect the safety of all participants in the League, including, without limitation, screening all adults who will interact with child participants in the league. The Organization will require all coaches, other volunteers affiliated with the Junior Giants program and all other adults who have contact with players to complete a background check through GCF's online sports management system, Sports Illustrated Play, by Friday, June 7, 2019. If any coach, volunteer or other adult does not complete a background check or clear a background check, such person will not be permitted to be associated with the Junior Giants program or otherwise serve as a coach or volunteer. Under no circumstances, may a person begin volunteering for the League until he/she has passed the Sports Illustrated Play background check.

The Organization shall not permit any adult to participate in any manner with the League if such adult's background check reveals: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent crime; (iii) a conviction for Driving While Intoxicated if the person's services to the league would include driving; and/or (iv) the person is listed in a Sexual Offenders registry. Moreover, the League may prohibit any adult from participating in the League in any capacity if the background check reveals any information which the Head of the League determines could lead to a safety risk for the League.

All League teams shall have a background-checked adult of each gender over the age of 21 present at all times. At no time during any League activity should any adult, over 18 years of age, be alone with any member of the team, without another adult of the opposite gender present, except for his/her own child.

The Organization shall handle the results of all background checks with confidentiality and respect. Only the Commissioner of the League and his/her designees with a need to know may be informed of the results of the background checks.

The Organization shall print and distribute identification badges provided by GCF when volunteers have successfully passed the background check through Sports Illustrated Play. This badge signifies that a volunteer has passed the background check and is qualified and approved to work with Junior Giants. The League shall require all volunteers to wear ID badges at all practices, games and other League events. The Organization will monitor volunteers to ensure that they wear their badges when assisting with Junior Giants.

The GCF may immediately suspend or terminate the league's affiliation in the Junior Giants program for failure to comply with the Background Check requirements described in this section.

SR

Comments:

10. Use of Marks (Liability & Indemnification)

37.

The GCF grants the League a non-exclusive, non-transferable limited license to use the trademarks, service marks and copyright rights belonging to the GCF (the "GCF/Junior Giants Marks") subject to the terms and conditions of this Agreement. The Organization will not alter the GCF/Junior Giants Marks in any manner, without the prior written approval of the GCF. The League acknowledges that it cannot associate the name of a local sponsor with the GCF/Junior Giants Marks without the prior written approval of the GCF. No approval will be granted where a local sponsor is in a category that is competitive to a Giants sponsor.

Prior to any publication, distribution or display by the Organization of any GCF/Junior Giants Marks other than for its intended usage, the Organization shall furnish a written proposal identifying such usage to the GCF for its prior written approval. The Organization must not publish, distribute or display any GCF/Junior Giants Marks without first receiving written approval from the GCF. Following receipt of the GCF's approval, the Organization must not alter the GCF/Junior Giants Marks. The Organization shall seek GCF's prior written authorization in the event it desires to use the GCF/Junior Giants Marks other than as provided herein.

The Organization shall not use the GCF/Junior Giants Marks in any way that: (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief product or service by the GCF or the San Francisco Giants; (b) advertises, promotes or expresses endorsement or sponsorship of the league by any third party, product or service without the prior written approval of the GCF; or (c) reflects adversely on the reputation of the San Francisco Giants or the GCF. In addition, the Organization shall not, without the prior written permission of the GCF, use the GCF/Junior Giants Marks in connection with any event or in any manner other than in connection with the League.

With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively "Content") posted on social media outlets including, but not limited to, Facebook, Instagram, Twitter, blogs, podcasts, message boards and websites (collectively "Social Media"), the Organization/League hereby agrees that it shall: (a) obtain prior written consent from the GCF before using the GCF/Junior Giants Marks on any Social Media outlet or linking to any website on any Social Media outlet; (b) refrain from displaying Content via Social Media that could be reasonably construed as an official GCF, Giants and/or Junior Giants communication; (c) refrain from posting any false or misleading Content on any Social Media outlet relating to the GCF, the Junior Giants program and/or the Giants; and (d) (i) accept any Facebook "Favorite Pages" request from the GCF; (ii) "Like" the GCF Organizational Page on Facebook; (iii) accept any GCF request to follow League's Twitter account; and (iv) accept any request from the GCF to connect to any other Social Media that represents the League.

The Organization hereby acknowledges the proprietary nature of the GCF/Junior Giants Marks and any other trademarks, service marks and copyright rights provided to the League by the GCF in connection with the GCF or the San Francisco Giants (collectively, "Giants Rights"). The League represents that it has not made and will not make any unauthorized use of the Giants Rights and agrees that during or after the term of this Agreement, it will make no such use of any Giants Rights, other than as provided in this Agreement, without the prior written consent of the GCF. Any use the Organization has made or will make of such Giants Rights has not conferred or will not confer any rights or benefits upon it

whatsoever, and any rights created by such use shall inure to the benefit of the GCF and the Giants. The Organization further acknowledges that for purposes of this Paragraph, use shall include, but is not be limited to, trademark, fair, incidental, descriptive or functional uses.

The Organization must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the GCF including, but not limited to any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball ("MLB") players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League, including players, coaches and managers; and (c) any copyright, trademark or other property or identifications other than the GCF/Junior Giants Marks. The Organization shall be solely responsible for determining which licenses, consents and releases must be obtained.

SR

Comments:

11. Organization Shall Not Profit

38. Our organization acknowledges and agrees that the Giants Community Fund has no obligation to make any payment directly to our organization for any purpose.

SR

Comments:

39. Our organization will not earn a financial profit from items provided by the Giants Community Fund. This includes, but is not limited to, Giants or Minor League affiliate tickets, bobbleheads and other incentives, and equipment.

SR

Comments:

40. The Organization will not charge a fee for participants to play in the League, including any type of Organization membership fee.

SR

Comments:

12. Insurance

41. The Organization will secure and continuously maintain, at its own expense, the following coverage:

a. An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including contractual liability, participants liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:

\$2,000,000 Each Occurrence;

\$4,000,000 General Aggregate;

\$4,000,000 Products/Completed Operations Aggregate.

b. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better.

The Giants Community Fund and San Francisco Baseball Associates, LLC, The Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc. (doing business in its own name and as Major League Baseball Productions and Major League Baseball International), The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries and affiliated entities, and their respective directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability Policy (using ISO Form CG2010 or its equivalent), Commercial Automobile and Umbrella Liability Policies.

All liability insurance policies must contain Cross Liability Endorsements, or their equivalents. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. The General Liability Policy shall include no third-party-over action exclusions or similar endorsements or limitations. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the League and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification the GCF shall receive at least thirty (30) days written notice thereof. The League shall furnish the GCF with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the League and annually at least ten (10) days prior to the expiration of each required insurance policy. The insurance requirements sets forth will in no way modify, reduce, or limit the indemnification herein made by the League. Receipt by GCF of a certification of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

SR

Comments:

13. Term of Agreement: Right to Discontinue

42.

Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2019. The GCF reserves the right to discontinue the Junior Giants program or any aspect of the program or require that the Organization disassociate itself from Junior Giants and the GCF at any time and for any reason. In addition, the GCF may suspend or discontinue the program in its entirety at any time for any reason.

SR

Comments:

15. Signature

43. The foregoing terms accurately set forth the terms of our understanding and agreement.

AGREED AND ACCEPTED BY:

First Name : Nicole

Last Name : Zieba

Organization : City of Reedley

Title : City Manager

Date : 11/19/18

44. Please use your mouse to sign in the box below.

A handwritten signature in black ink that reads "Nicole Zieba". The signature is written in a cursive, slightly stylized font. The "N" is large and loops around the "i" in "Nicole". The "Z" in "Zieba" is also large and loops around the "i". The "e" at the end of "Zieba" is a simple loop.

Signature of: Nicole Zieba

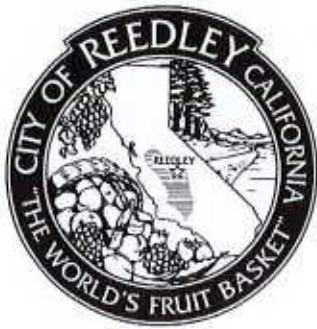
45. *If you have issues using the signature box, please type your name here as your electronic signature.*

16. Thank You!

Thank you for your time and consideration in completing this League Agreement. You will be emailed a copy of this agreement, as well as important dates, to sarah.reid@reedley.ca.gov for your records. If you do not receive an email with a copy of this agreement, please contact us and we will send you a copy.

If you have any questions or concerns, please contact Nicole Catchatoorian as soon as possible.

We look forward to a successful 2019 Junior Giants season with you!



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 9

DATE: December 11, 2018

TITLE: APPROVE AND AUTHORIZE CITY MANAGER TO EXECUTE AN ANNUAL CONSULTING AGREEMENT WITH DAVID WELLHOUSE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$4,500 FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST (SB 90) REIMBURSEMENT

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Request Council approval of the attached consulting agreement with David Wellhouse & Associates, Inc. in an amount not to exceed \$4,500 for preparation and filing of claims for State mandated cost reimbursements for fiscal year 2017-18.

EXECUTIVE SUMMARY

State law (SB90) provides for reimbursement of costs incurred by local agencies for various State-mandated laws and requirements, such as procedures related to Domestic Violence Arrests & Victim Assistance and Rape Victims Counseling Center Notices. The remainder of State mandated services that claims will be filed for are detailed in the attached consulting agreement; however the majority of claims historically submitted by the City have been for mandates under the purview of the Police Department.

The City has historically paid \$4,500 to David Wellhouse & Associates for the preparation and filing of SB 90 reimbursement claims on the City's behalf. The latest State budget appropriated \$36,804,000 for payment of mandates filed through 2016-17, which is consistent with the amount appropriated last year. Although the State still owes the City payment of back mandates and are making payments sporadically, they are continuing to fund most current mandates for the 2017-18 and 2018-19 fiscal years.

FISCAL IMPACT

The City has historically paid \$4,500 for the consultant to prepare and file the annual claims. This amount is paid annually from an offset of prior year SB 90 claims received this fiscal year. Typically, reimbursement revenue from prior year claims is more than sufficient to cover the cost of filing current year claims, resulting in net new revenue to the General Fund. As an example, last fiscal year (2017-18), the City received \$24,491 in reimbursements and paid \$4,500 to file new claims, for a net benefit to the General Fund of \$19,991. No new appropriations are needed for this Agreement.

Receipt of prior year SB90 reimbursements is difficult to project; however fiscal year to date, the City has received \$27,952 for prior year reimbursements, which is slightly higher than reimbursement revenue at this time last year. The total remaining amount of claims the State owes the City is \$523,376, not including the value of the 2017-18 claims that will be filed this year.

ATTACHMENT

Proposal & Consulting Agreement

November 12, 2018

Mr. Paul Melikian
Assistant City Manager
City of Reedley
845 'G' Street
Reedley, California 93654

***Re: Proposal For February 2019 Annual State Mandated Cost Claiming Services
(SB90)***

Dear Mr. Melikian:

It is time again to prepare for the filing of the City of Reedley's February 2019 annual state mandated cost claims. All of the mandates filed last year are still reimbursable this year. The latest state budget appropriated \$36,804,000 for payment of mandates filed through 2016/2017. Although the State still owes the City payment of back mandates and are making payments sporadically, they are continuing to fund most current mandates for the 2017/2018 and 2018/2019 fiscal years.

This year's state budget continued to suspend the mandates previously suspended in other budget years. This includes California Public Records Act (CPRA) along with Absentee Ballots, Mandate Reimbursement, and Local Recreational Areas: Background Screenings as well as the following mandates in the Police and Fire Departments. All other mandates filed last year are still available to file for this claiming period.

Police Department

Animal Adoption - Chapter 752, Statutes of 1998

Identity Theft - Chapter 956, Statutes of 2000

DNA Database - Chapter 467, Statutes of 2001

False Reports of Police Misconduct - Chapter 590, Statutes of 1995

AIDS/Search Warrant, - Chapter 1088, Statutes of 1988

Photographic Record of Evidence - Chapter 875, Statutes of 1985

Stolen Vehicle Notification - Chapter 337, Statutes of 1990

Sex Offenders: Disclosure by Law Enforcement Officers (Megan's Law) Chapter 485, Statutes of 1998

Law Enforcement Sexual Harassment Training - Chapter 126, Statutes of 1993

Elder Abuse Law Enforcement Training - Chapter 444, Statutes of 1997

Sex Crime Confidentiality - Chapter 36, Statutes of 1994

Fire Department

Fire Safety Inspections of Care Facilities - Chapter 993, Statutes of 1989

SIDS Training for Firefighters - Chapter 1111, Statutes of 1989

Commission Set Aside Programs

The Commission set aside Parameters and Guidelines for the following programs:

Investment Reports - Chapter 783, Statutes of 1995

Misdemeanors: Booking & Fingerprinting - Chapter 1105, Statutes of 1992

Regional Housing Needs

Two-way Traffic Signal Communication

Due to the suspension of the above mandates in the State Budget Act, they are not funded for the 2017/2018 fiscal year. Therefore, the City is no longer required to follow the requirements of the mandates listed above. This is due to Government Code Section 17581 which states that the Legislature may put a 0 (zero) appropriation in the State Budget for a recognized state mandated program. When this is done, it makes that statute suspended and optional to the City for that fiscal year. The programs above, which were set aside by the Commission, are also no longer reimbursable.

Costs of Services

David Wellhouse & Associates, Inc. will prepare and file the City of Reedley's February 2019 claims. These claims are for fiscal years **2017/2018 actual** claims for a fixed fee of \$ 4,500.00. Our fee for the preparation and filing of the City's February 2019 claims includes all time and expenses necessary to

prepare and file the City's claims. This fixed fee is due upon the submission of claims to the State Controller's Office on or before February 15, 2019.

As in years past, I look forward to working with you and City staff this year. I hope to make this year as easy as possible for you and City staff. With the possibility of new City staff, there always will be questions. Should anyone have questions, please have them contact me by telephone or e-mail, even if they feel it is a small issue, I can help explain the details of the process and make their data collection much easier.

Enclosed, please find two copies of the proposed Agreement for the preparation of the City's claims. **Please sign both copies and return one copy of the Agreement by January 10, 2019. Please keep the second copy for your files.**

Should you have any questions, please contact me at (916) 797-4883. Thank you for your past support and consideration of this proposal.

Sincerely,



Renee M. Wellhouse
President
Enclosures:

AGREEMENT BETWEEN THE CITY OF REEDLEY AND DAVID WELLHOUSE & ASSOCIATES, INC. FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST REIMBURSEMENT

This agreement by and between the **CITY OF REEDLEY**, a municipality of the State of California, hereinafter referred to as "**CITY**", and **DAVID WELLHOUSE & ASSOCIATES, INC.**, a California corporation, hereinafter referred to as "**CONSULTANT**".

Whereas, CITY desires to engage the services of a consultant to prepare and file claims for State Mandated Cost Reimbursement, and CONSULTANT has been selected to perform said services, now, therefore, it is agreed by CITY and CONSULTANT as follows:

1. Claims To Be Filed. CONSULTANT shall prepare and file with the State Controller's Office on behalf of CITY, the following state mandated cost (SB 90) claims during the 2017-2018 fiscal year.

A. February 2019 Annual Claims for fiscal year 2017-2018 claims to be prepared and filed on or before February 15, 2019 as required by the State Controller's Claiming Instructions.

Domestic Violence Arrests & Victim Assistance -Chapter 698 & 702, Statutes of 1998

Rape Victims Counseling Center Notices - Chapter 999, Statutes of 1991

Domestic Violence Arrest Policies and Standards - Chapter 246, Statutes of 1995.

Threats Against Police Officers - Chapter 1249, Statutes of 1992

Health Benefits for Survivors of Peace Officers and Firefighters - Chapter 1120/96

Peace Officer Procedural Bill of Rights - Chapter 465, Statutes of 1976

Interagency Child Abuse and Neglect Investigation Reports - Chapter 916, Statutes of 2000

Administrative License Suspension - Chapter 1460, Statutes of 1989

Peace Officer Personnel Records - Chapter 741, Statutes of 1994

Peace Officer Procedural Bill of Rights II - Chapter 170, Statutes of 2002

Local Government Employee Relations - Chapter 901, Statutes of 2000

Crime Victim's Domestic Violence Incident Reports - Chapter 1022, Statutes of 1999

Accounting for Local Revenue Realignment - Chapters 162, Statutes of 2003

Pesticide Use Reports - Chapter 1200, Statutes of 1989

State Authorized Risk Assessment Tool for Sex Offenders - Chapter 336, Statutes of 2006

Tuberculosis Control - Chapter 1763, Statutes of 2002

CITY acknowledges that CONSULTANT does not warrant that claims will be filed for all of the mandates listed in Section 1. CONSULTANT shall only prepare and file claims for those mandates listed in Section 1 in which the CITY has reimbursable costs.

The claims and services described in this Section 1 shall hereinafter be referred to as "PROJECT".

CONSULTANT hereby designates Renee Wellhouse, or other delegated representative, to be sole contact and agent in all consultations with CITY during the performance of services as stated in PROJECT.

2. Time For Performance. CONSULTANT shall file all claims in accordance with the State Controller's claim filing deadline contained in the applicable State Controller Claiming Instructions.

3. Compensation.

A. CITY agrees to pay CONSULTANT a fixed fee in the amount of \$4,500.00 for services provided under Section 1A. of PROJECT, upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions.

4. Method Of Payment. CITY agrees to pay said fixed fees for services provided under Section 1A of PROJECT upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions. City further agrees to pay CONSULTANT'S invoice within 15 days of receipt.

5. City Assistance. CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this agreement. CITY shall provide CONSULTANT with requested information in a timely manner, pursuant to PROJECT. CITY represents and warrants that all financial documents and other information provided are accurate and correct. CONSULTANT shall not be liable for claims that are not filed or incorrectly filed due to inaccurate or untimely data.

6. **Disposition Of Documents.** CONSULTANT shall furnish to CITY copies of all claims filed with the State within 30 days after filing. CONSULTANT shall, upon written request, make copies of work papers available to CITY. CITY acknowledges that all such work papers are the property of CONSULTANT, and may not be disclosed to any third party, provided however that such workpapers may be disclosed to appropriate governmental authorities for audit purposes. CONSULTANT shall be entitled to retain copies of all data prepared.

7. **Not Obligated To Third Parties.** CITY shall not be obligated or liable hereunder to any party other than CONSULTANT.

8. **Insurance.** CONSULTANT shall carry, maintain and keep in full force and effect, a policy of comprehensive general liability and automotive liability insurance in an amount not less than \$1,000,000 aggregate applying to bodily injury, personal injury, and property damage.

9. **Independent Contractor.** CONSULTANT is, and shall be, acting at all times in the performance of this agreement as an independent contractor. CONSULTANT shall secure at its expense, and be responsible for, any and all payments of taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees.

10. **Consultant Assistance If Audited.** Upon notice of audit, CONSULTANT shall make available to CITY and state auditors claim file information, and provide assistance to CITY in defending claims submitted.

11. **Consultant Liability If Audited.** All work required hereunder shall be performed in a good and workmanlike manner. Any disallowance of claims by the State Controller's Office or other state agencies is the responsibility of CITY.

12. **Indirect Costs.** CONSULTANT shall make every effort to prepare departmental Indirect Cost Rate Proposals for claims submitted, provided CITY financial information and departmental costs support such rates. CONSULTANT may utilize the ten percent (10%) indirect cost rate allowed by the State Controller if financial information and departmental costs do not support a higher rate.

13. **Termination Of Agreement.** CITY may terminate CONSULTANT'S services hereunder with cause, whether or not services under PROJECT are fully complete. CITY shall do so by giving written notice to CONSULTANT, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

14. **Return of Signed Agreement.** CONSULTANT shall be under no obligation to prepare and file claims unless the executed Agreement is received by mail or e-mail of the City's intention to continue our services and received by CONSULTANT by **January 10, 2019**. CONSULTANT may extend this deadline on a case by case basis.

15. **Entirety.** The foregoing set forth the entire Agreement between the parties.

CONSULTANT:
DAVID WELLHOUSE & ASSOCIATES, INC.,
a California Corporation

By: 

Date: November 12, 2018

Renee M. Wellhouse
President

CITY:
CITY OF REEDLEY,
a municipality of the State of California

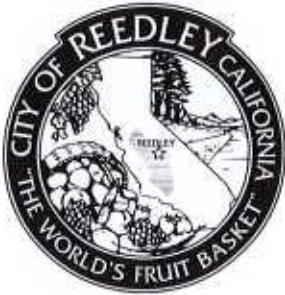
By: _____

Date: _____

Name: _____

Title: _____

Phone: _____



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 10

DATE: December 11, 2018

TITLE: APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SUBSCRIPTION RENEWAL AGREEMENT WITH EMERGENCY SERVICES MARKETING CORP., INC. TO CONTINUE USING THE EMERGENCY RESPONDER REPLY SYSTEM FOR THE FIRE DEPARTMENT.

SUBMITTED: Jerry Isaak
Fire Chief

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Approve and authorize the City Manager to sign a three-year subscription renewal agreement with Emergency Services Marketing Corp., Inc. for the "IamResponding" responder reply system for the Fire Department.

BACKGROUND

In January 2013, the Reedley Fire Department began using an emergency responder reply system called "IamResponding", a call-in notification system that identifies and indicates which volunteer firefighters are responding to the fire station to respond to a call.

The purpose of using this response reply system is to know immediately who is responding to the fire station. Reedley's fire department is staffed by community members. Since these are paid-call volunteers, there is no schedule to follow to determine who is able to respond or not at any given time. The "IamResponding" response reply system will instantly display who is responding, their qualifications or rank, and when and where they are responding. For the nearly three years of using the system, the ability to know who is responding to the fire station has proved most beneficial to providing the best emergency response to the community.

Under the "IamResponding" system, when an emergency call is paged out to the fire department (all members wear pagers), each volunteer then dials a pre-set 800 number via speed dial on their telephone. The call just takes mere seconds to notify the system. The system then identifies the caller and projects the callers information onto a display screen

mounted in the fire station. From this screen, arriving firefighters know exactly who is responding. The benefits are as follows;

- Know immediately if a full crew is on the way, or if additional resources need to be called.
- Know who is responding to the station, to the scene, or other location
- Make informed decisions about whether to wait for additional personnel who are on the way
- Stop wasting valuable time waiting for members who are not coming
- Leave the station with more complete and safer crews

In addition to the above;

- Each member receives detailed dispatch information on their cell phone via text or e-mail
- Members can send unlimited messages through the system via text and/or email
- The scheduling system automatically displays who is currently on duty
- Records management features
- Calendar feature for upcoming events
- Vehicle status indicator
- Scrolling message board

The "IamResponding" system is 100% web based. There is no software or unique hardware required. It works using any telephone and any provider. A 1-800 number is used for call-in notification. The system is fully automated so no one has to answer the phone for activation in the system.

FISCAL IMPACT

The response reply system is provided by purchasing a subscription. The recommendation would be to subscribe for three (3) years. If the subscription is paid in full upfront, (\$2,066.00), the annual cost is \$688.67 per year. There is also a fee for using the toll free 800 number, which is \$10 per year. The 3-year cost of \$2,096 will be absorbed within the existing budget.

PRIOR COUNCIL ACTIONS

Council previously approved and authorized a three-year services contract on December 8, 2015.

ATTACHMENTS

Subscription Renewal Agreement

Motion: _____

Second: _____



SUBSCRIPTION RENEWAL AGREEMENT

FULL SUBSCRIBER NAME:

CITY OF REEDLEY FD (CA)

(The name of the entity that is subscribing, hereinafter "Subscriber")

RENEWAL SUBSCRIPTION
COMMENCEMENT DATE:

February 1, 2019

This Agreement is entered into by and between Emergency Services Marketing Corp., Inc. ("ESMC"), as the duly licensed provider of the IamResponding.com services ("IaR"), and Subscriber. Pursuant to the Terms and Conditions set forth herein, ESMC agrees to provide Subscriber with access to IaR, for the term and at the costs set forth herein. Subscriber is solely responsible for obtaining its' own internet connection and hardware.

1. This renewal subscription shall commence on the Renewal Subscription Commencement Date set forth above, and shall terminate one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided by ESMC until ESMC has received this signed Subscription Agreement from Subscriber.

2. a) Term and Base Subscription Fee:

The subscription term and fee selected by Subscriber is as follows:

(In this section, you must check at least one box, and in some cases, two boxes.)

One-year Subscription

☐

\$800

Three-year Subscription

Subscriber will pay this (select a payment option below, and check the box):

☐

Annually, at **\$725/year**; or

☐

Up-front, for a total of **\$2,066** (5% discount from annual payment rate)

Five-year Subscription (**BEST VALUE!**)

Subscriber will pay this (select a payment option below, and check the box):

☐

Annually, at **\$650/year**; or

☐

Up-front, for a total of **\$3,087** (5% discount from annual payment rate)

- b) Telephone Call Costs: **\$10/year.**

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

3. The subscription fee for one-year subscriptions, and for three and five year subscriptions at the paid up-front rate, shall be paid in full on or before the Commencement Date of the subscription.

Subscription Agreement to IamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 1 of 4

Subscription fees for three and five year subscriptions paid annually shall be paid to ESMC in equal annual payments which shall be due and payable, in advance, on each anniversary of the Commencement Date for the duration of the subscription, without invoice.

4. All subscription fees are in US funds, and shall be paid in US funds.
5. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IaR, which are posted on the IaR site at www.iamresponding.com.
6. Subscriber shall not share the functionality, or any portion, of IaR with any other entity, at any time. Any such sharing shall be deemed a material breach of this Agreement.
7. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IaR, and to suspend or terminate Subscriber's access to IaR. Any payments not timely made shall be considered a material default by Subscriber.
8. ESMC reserves the right to modify the appearance, content and/or functionality of IaR at any time, in its sole discretion, with the understanding that core functionality will be maintained.
9. If Subscriber has a website for its department or agency on which it is able to place links to other websites, Subscriber shall add a link on its site to www.iamresponding.com.
10. Subscriber warrants that its subscription to IaR was not procured through the efforts of any sales person other than _____ (insert "none" if no sales person was involved in procuring this subscription).
11. Subscriber understands that the subscription fee that is being paid for each year of a multi-year subscription is a discounted fee made available to Subscriber only because of Subscriber having entered into a multi-year Subscription Agreement. Subscriber further understands that ESMC has or may enter into certain financial obligations based upon projections which rely upon Subscriber honoring its multi-year agreement. If Subscriber terminates a multi-year Subscription Agreement for any reason whatsoever, Subscriber agrees to pay, as liquidated damages for such termination, a sum equal to 1.25 times the average annual subscription fee set forth in Section 2(a) for each full and partial year of the subscription between the Commencement Date and the termination date (any subscription fee payments already paid to ESMC for that time period will be credited against this charge). For paid up-front subscriptions, the average annual fee shall be the total fee set forth in Section 2(a), divided by the number of years paid for.
12. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to support@emergencysmc.com. Subscriber understands that ESMC will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of ESMC, and that the response time for each support request will be dependent upon such classification.
13. Subscriber understands that there may be periodic service interruptions to IaR as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions.
14. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s)

as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

15. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
16. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IaR, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IaR, the terms and conditions of this Subscription Agreement shall control.
17. Subscriber certifies that Subscriber (**check one box below**):
- ☐ **IS** a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is: _____ (*Please attach tax exemption certificate*).
- ☐ **IS NOT** a tax-exempt organization, and is NOT exempt from state and local sales and use taxes on its purchases.
18. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

Subscribing Entity's Name: _____

Printed Name of Authorized Signor: _____

Date: _____

Signature: _____

Emergency Services Marketing Corp., Inc.

By: _____ Date: _____
Daniel R. Seidberg, President

Please return this ENTIRE agreement to us; not just the signature page!

***All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005***

PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FORM AS YOUR INVOICE

IamResponding.com

Emergency Service Marketing Corp., Inc.

P.O. Box 93

Dewitt, New York 13214-0093

Phone: (315) 701-1372 Fax: (315) 314-7748

Self Made Invoice

Date: _____

To (insert your department name and billing address):

DESCRIPTION	AMOUNT
<p>Please select <u>ONE</u> applicable payment option below:</p> <p><input type="checkbox"/> One-Year Term (\$800 Base Fee + \$10 Telephone Fee = \$810)</p> <p><input type="checkbox"/> Three-Year Term, Paid Annually (\$725 Base Fee + \$10 Telephone Fee= \$735)</p> <p><input type="checkbox"/> Three-Year Term, Paid Up-Front (\$2,066 Base Fee + \$30 Telephone Fee = \$2,096)</p> <p><input type="checkbox"/> Five-Year Term, Paid Annually (\$650 Base Fee + \$10 Telephone Fee = \$660)</p> <p><input type="checkbox"/> Five-Year Term, Paid Up-Front (\$3,087 Base Fee + \$50 Telephone Fee = \$3,137)</p>	
Total :	0

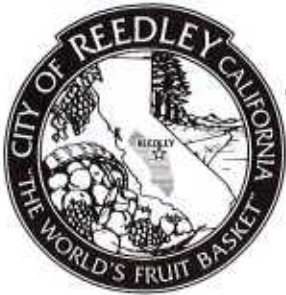
Please update your billing contact information!

Billing Contact Name: _____	All payments in US funds ONLY
Billing Contact Email: _____	Payments accepted via
Billing Contact Phone: _____	Check or Money Order
Billing Contact Fax: _____	Make checks payable to:
Billing Address: _____	Emergency Services Marketing Corp., Inc.
	(Tax ID #: 20-5787005)
	Thank you for your business!

Subscription Agreement to IamResponding.com (KGF)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093



REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 11

DATE: December 11, 2018

TITLE: APPROVE AND RATIFY THE PURCHASE OF TWO REPLACEMENT REFUSE TRUCKS; (1) AS APPROVED IN THE 2018-19 ADOPTED BUDGET AND (2) TO REPLACE A TRUCK THAT WAS A TOTAL LOSS AS A RESULT OF A FIRE

SUBMITTED: Russ Robertson, Public Works Director *[Signature]*

APPROVED: Nicole R. Zieba, City Manager *[Signature]*

RECOMMENDATION

That the City Council approve and ratify the purchase of two refuse trucks; the first being a planned replacement as called for in the 2018-19 Adopted Budget; and the second being a replacement for a truck lost to fire on September 24, 2018.

EXECUTIVE SUMMARY

An amount of \$350,000 was included in the Solid Waste Enterprise Fund in the fiscal year 2018-2019 Adopted Budget for the procurement of a replacement front-loader refuse truck. Staff was in the process of soliciting a formal quote for the truck when an incident occurred on the morning of September 24, 2018 in which the contents of a front loader refuse truck caught fire and burned the truck beyond repair. The cost to replace the burned truck, which was not the unit slated for replacement, is being borne by property damage coverage through the City's participation in the Central San Joaquin Valley Risk Management Authority (CSJVRMA).

Due to the City only having four front-loader trucks, the loss of even one for an extended period of time can affect the Solid Waste Division's ability to service bin routes. Around the same time as the fire, the Division had two other front-loader trucks go out of service due to extensive repairs, temporarily leaving the Division with only one working truck, and requiring staff to rent a refuse truck from Texas. Fortunately, the property coverage through the CSJVRMA provides for the rental cost for this truck for as long as it will take for the new truck to be built and delivered.

As time was of the essence, staff decided to receive an additional quote to replace the burned unit and submit the order for both trucks at the same time. The quotes for the two trucks are based off of a previously bid State of California contract, which is allowable under the cooperative purchasing section of the City's Purchasing ordinance. Refuse trucks take approximately 10 months to build once the order is placed, therefore it was imperative for the City to place the order as soon as possible. The order has been placed for the two trucks and staff is requesting for City Council to ratify the purchase to ensure compliance with the Purchasing ordinance.

BACKGROUND

This item is brought before the Council for approval per the City of Reedley's Purchasing Policy, Section 1-9B-3(B), which states "Single purchases in excess of seventy-five thousand dollars (\$75,000) shall be authorized by the City Council".

FISCAL IMPACT

The quote for each refuse truck is \$280,359 for a grand purchase total of \$560,718. The City is responsible for paying the \$2,500 insurance deductible for the burned unit. No additional appropriations are required to effectuate the purchases.



REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 12

DATE: December 11, 2018

TITLE: ADOPT RESOLUTION NO. 2018-097, AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF REEDLEY.

SUBMITTED: Sylvia B. Plata *SBP*
City Clerk

APPROVED: Nicole R. Zieba
City Manager *NZ*

RECOMMENDATION

Approve the update of the Conflict of Interest Code by adopting Resolution No. 2018-097.

BACKGROUND

The City of Reedley's Conflict of Interest Code was last updated by the adoption of Resolution No. 2000-080 on October 10, 2000. As required by State law, the City Clerk has reviewed Reedley's current Conflict of Interest Code, and as a result of that review, minor modification is recommended.

The proposed modifications are revisions to the Designated Positions on Exhibit "A", making title corrections and reducing the number of Disclosure Categories on Exhibit "B".

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

Resolution no. 2018-097

Motion: _____ Second: _____

RESOLUTION NO. 2018-097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF REEDLEY

WHEREAS, the Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the City of Reedley maintains a conflict of interest code and routinely reviews and updates the code as necessary to comply with applicable law; and

WHEREAS, the required disclosure categories need to be updated to provide clarity, and the list of designated officials and employees who must file statements of economic interest needs to be updated to account for the addition and elimination of various positions as a result of changes to the City of Reedley's organizational structure.

NOW, THEREFORE, the City Council of the City of Reedley resolves as follows:

1. The Conflict of Interest Code for the City of Reedley is hereby amended and adopted as set forth in Exhibit "A" attached to this Resolution.

2. Those officials and employees designated in Exhibit "A", whether elected, appointed, or otherwise hired, shall file statements of economic interests, upon assuming office and leaving office, and during each year in office, with the City Clerk of the City of Reedley as designated in Exhibit "A," and the City Clerk of the City of Reedley is also designated as the filing officer with the Fair Political Practices Commission pursuant to Government Code section 87500. In accordance with Government Code section 81008, the City Clerk of the City of Reedley, as appropriate, shall make all statements retained available for public inspection and reproduction.

3. All prior Conflict of Interest Codes are hereby repealed, and shall be superseded and replaced by this Resolution and the Conflict of Interest Code hereby adopted as set forth in Exhibit "A" attached hereto.

4. The Conflict of Interest Code for the City of Reedley herein adopted shall take effect immediately upon adoption.

The foregoing Resolution was duly passed, approved, and adopted at the regular meeting of the City Council of the City of Reedley held on the 11th day of December, 2018, by the following vote:

Anita Betancourt, Mayor

ATTEST:

Sylvia B. Plata, City Clerk

EXHIBIT "A"

CITY OF REEDLEY CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. The terms of the standard code incorporated herein, along with the attached Exhibits designating positions (Exhibit "A") and establishing disclosure categories (Exhibit "B"), will constitute the conflict of interest code of the City of Reedley.

Except for those persons listed in Government Code Sections 87500(f) and 87500(g) and described in the next paragraph, all Individuals holding designated positions shall file their statements of economic interests with the City Clerk of the City of Reedley, who shall retain the original statements and make the statements available for public inspection and reproduction. (Gov. Code Section 81008)

Upon receipt of the statements for the City Manager, Assistant City Manager/Director of Administrative Services, City Attorney, Members of the Reedley City Council, and Planning Commissioners, the Reedley City Clerk shall make and retain a copy of each statement and forward each original to the Fair Political Practices Commission. The copies retained shall be available for public inspection and reproduction. (Gov. Code Section 81008)

RESOLUTION NO. 2018-097
EXHIBIT "A"

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Assistant City Manager/Director of Administrative Services	1
City Building Official	2
City Council Members	1
City Engineer	1
City Manager	1
Chief of Police	1
Community Development Director	1
Community Services Director	1
Consultants	*
Fire Chief	1
Planning Commissioners	1
Public Works Director	1

*Any Consultant determined by the City Clerk or City Manager to be in a decision-making capacity shall be required to comply with either of the disclosure categories as determined in writing by the City Clerk or City Manager. Such determination shall include a description of the consultant's duties and decision-making authority. All written determinations shall be kept in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any Consultant from compliance with applicable provisions of the Political Reform Act or any applicable disclosure requirements.

EXHIBIT "B"

Disclosure Categories

Economic interests, including investments and business positions in business entities, interests in real property, and all sources of income (including loans, gifts, and travel payments), must be disclosed in accordance with applicable Fair Political Practice Commission (FPPC) guidelines.

"Jurisdiction" means the City of Reedley. However, real property is deemed to be within the jurisdiction if the property or any part of it is located in or within two (2) miles of the boundaries of the City or within two (2) miles of any property owned or used by the City of Reedley.

Designated officials and employees shall disclose their financial interests pursuant to the appropriate disclosure as indicated in Exhibit "A".

Disclosure Category No. 1

(Broad Responsibilities)

Designated officials and employees in this category must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gifts, and travel payments) from any source, that is either (a) located in City of Reedley, (b) planning to do business in the City of Reedley, or (c) have done business in the City of Reedley during the previous two calendar years, and reportable interests in real property located in the jurisdiction of the City of Reedley. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.

Disclosure Category No. 2

(Department/Division Decision-Making Responsibilities)

Designated officials and employees in this category must disclose all reportable investments and business positions in business entities, and reportable sources of income (including loans, gifts, and travel payments) from any source, that is located in, doing business in, or planning to do business in the City of Reedley, and is either (a) subject to the regulatory, permitting, or licensing authority of the official's or employee's department or division, or (b) provides services, supplies, materials, machinery, or equipment of the type utilized by the official's or employee's department or division. Notwithstanding the foregoing, gifts are reportable regardless of the location of the donor.



REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 13

DATE: December 11, 2018

TITLE: ADOPT RESOLUTION 2018-098 OF THE CITY COUNCIL OF THE CITY OF REEDLEY AUTHORIZING ADOPTION OF THE KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT PLAN.

SUBMITTED: Russ Robertson, Public Works Director *[Signature]*

APPROVED: Nicole R. Zieba, City Manager *[Signature]*

RECOMMENDATION

Staff recommends that the City Council through Resolution No. 2018-098 take the following action:

1. Adopt Resolution No. 2018-098 authorizing adoption of the Kings Basin Integrated Regional Water Management Plan.

EXECUTIVE SUMMARY

The City of Reedley, along with other neighboring cities, counties, and water districts, is a member of the Upper Kings Basin Integrated Regional Water Management Authority (also known as "Kings Basin Water Authority"). A list of members is attached to this staff report as "Exhibit A". The Kings Basin Water Authority was organized in accordance with California law to address the most pressing local water issues, namely groundwater depletion, supply reliability and quality.

In response to new integrated regional planning standards and changed conditions within the Kings Basin, the Kings Basin Water Authority has revised and updated the Kings Basin Integrated Regional Water Management Plan (IRWMP). The revised plan is nearly 300 pages, thus staff thought it too lengthy to attach to this staff report, however the plan can be reviewed on the Kings Basin Water Authority website at the address below:

<https://www.kingsbasinauthority.org/governance/governing-documents/irwmp/>

The State of California Department of Water Resources requires that organizations and agencies individually adopt the Kings Basin IRWMP to be eligible for Proposition 1 Integrated Regional Water Management grant funds.

FISCAL IMPACT

None

ATTACHMENT

1. Exhibit A – List of members
2. Resolution 2018-098

EXHIBIT A

Members

Alta Irrigation District

Kings River Conservation District

Consolidated Irrigation District

Fresno Irrigation District

City of Kerman

City of Parlier

City of Dinuba

City of Clovis

City of Reedley

Kings County Water District

City of Selma

City of Fresno

City of Sanger

County of Fresno

County of Tulare

Fresno Metropolitan Flood Control District

Raisin City Water District

RESOLUTION NO. 2018-098

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
AUTHORIZING ADOPTION OF THE KINGS BASIN
INTEGRATED REGIONAL WATER MANAGEMENT PLAN**

WHEREAS, the Upper Kings Basin Integrated Regional Water Management Authority (also known as “Kings Basin Water Authority”) is a Joint Powers Authority organized in accordance with California law to pursue integrated regional water management planning strategies for the Kings Basin region; and

WHEREAS, the City of Reedley is a member of the Kings Basin Water Authority; and

WHEREAS, in response to new integrated regional management planning standards and changed conditions within the Kings Basin, the Kings Basin Water Authority has revised and updated the Kings Basin Integrated Regional Water Management Plan (the “Kings Basin IRWMP”); and

WHEREAS, the State of California Department of Water Resources requires that organizations and agencies individually adopt the Kings Basin IRWMP to be eligible for Proposition 1 Integrated Regional Water Management grant funds.

THEREFORE, BE IT RESOLVED, that the foregoing recitals are true and correct.

RESOLVED FURTHER, that the City of Reedley hereby affirms its support for and adoption of the revised Kings Basin IRWMP and shall support its continuing development and implementation.

RESOLVED FURTHER, that City of Reedley staff is authorized and directed to take such further actions as they deem necessary or appropriate to implement the foregoing resolutions.

The foregoing resolution was approved by the City Council of the City of Reedley on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Anita Betancourt, Mayor

ATTEST:

Sylvia B. Plata, City Clerk



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

DATE: December 11, 2018

ITEM NO: 14

TITLE: ADOPT BUDGET RESOLUTION NO. 2018-099 AMENDING THE FISCAL YEAR 2018-2019 ADOPTED BUDGET TO APPROPRIATE \$15,000 IN AVAILABLE GENERAL GOVERNMENT FACILITIES DEVELOPMENT IMPACT FEES TO FULLY FUND THE CITYWIDE PHONE SYSTEM UPGRADE PROJECT

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

It is recommended that the City Council adopt resolution no. 2018-099 amending the fiscal year 2018-19 Adopted Budget to appropriate \$15,000 in available General Government Facilities Development Impact Fees to fully fund the citywide phone system upgrade project.

EXECUTIVE SUMMARY

The current analog phone system at the City Hall and Police Department is over 10 years old and has reached the end of its useful life. The system is exhibiting increased performance issues, requiring more staff time and service calls to address. Staff propose to replace this phone system and phones at other City locations with an upgraded digital Voice over Internet Protocol (VoIP) phone system that offers significant benefits to staff and a better customer service experience for Reedley citizens. A proposal from Signal Communication Systems, the City's current phone system provider, selected after soliciting proposals from various providers, would allow the City to purchase the entire system up front with minimal ongoing costs.

The attached budget resolution for \$15,000 would complete the necessary funding to fully fund this project. Initially, staff placed \$50,000 in the FY 2018-19 Adopted Budget as a placeholder; however this was before competing proposals could be sought and vetted. The proposal from Signal Communication Systems represents the lowest overall cost option to the City, for a total system price of \$54,416.18. The total project budget of \$65,000 is comprised of the subject cost proposal, new computer switches for approximately \$5,400, and an approximate 10% project contingency of \$5,184 for unforeseen implementation issues.

BACKGROUND

Voice over Internet Protocol (VoIP), is a technology that allows the user to place and receive voice calls using a broadband Internet connection instead of a regular (or analog) phone line. A VoIP system offers tremendous benefits over a traditional analog phone system, including, but not limited to:

- All city locations on one phone system – calls can be routed and transferred much easier

- The City will now have caller ID and conference call capability
- Off-premise “reach-me” allows callers to connect with staff whether on site or not
- Mobile messaging – a copy of voicemails are sent via email directly to smartphones
- Interface software allows the phone to be controlled through the computer
- Vendor remote access to system – saves money on service calls by allowing vendor to remotely connect to system and make changes/updates
- Elimination of free standing fax machines as fax lines can be converted to ‘Efax’ and delivered to an email inbox
- System is expandable/upgradable as needs change down the road
- Monthly savings from discontinuing service on a majority of the City’s analog phone lines

In March 2018, staff solicited proposals from three companies for a new citywide phone system. Two of the proposals were from firms that proposed a system that would be ‘owned’ by the City, and the third proposal was for a ‘hosted’ solution that the City would essentially rent from the provider on an ongoing basis. Owned systems carry a higher cost initially because all necessary equipment is being purchased up front, however the ongoing costs are typically minimal. This is in contrast to a hosted system, in which the up front cost is essentially zero, with the City paying a monthly service fee to the provider to rent each phone.

After reviewing the three proposals, it was clear to staff that the proposal from the City’s current phone system vendor, Signal Communication Systems, provided the best value. The second provider for the ‘owned’ system offered similar benefits and features to Signal’s, however at a 45% higher acquisition cost and an annual maintenance contract for \$7500. The representative from Signal Communication Systems has conveyed to staff that after the initial implementation and setup, annual maintenance requirements are minimal. This is because the new system has an interface that allows some routine tasks to be performed by City staff, and other more complex tasks able to be remotely completed by technicians, with no annual maintenance fee. The final proposal was for the hosted (rented) system, would cost the City approximately \$42,000 per year; and although this system carried with it some enhanced functionality, it was simply too far outside the City’s budget to be seriously considered.

FISCAL IMPACT

The total project cost is not anticipated to exceed \$65,000, and is available and eligible to be covered by the General Government Facilities Development Impact Fee. A VoIP phone system will allow the City to cancel services on a number of existing analog phone lines, resulting in approximate monthly savings of \$335, or \$4,020 per year. In addition, staff is expecting to reduce the amount of annual service calls to the vendor for the new system, as some routine tasks can be easily done by City staff acting as the system administrator, and other more complex tasks able to be completed remotely by the vendor, saving travel time, and resulting billing.

ATTACHMENTS

Signal Communication Systems Sales Agreement & Project Proposal
Budget Resolution 2018-099



4325 W. Shaw Ave
Fresno, CA 93722
559.275.8500
888.275.4560
Fax 559.275.1911

www.signalcommunication.com

PHONE SYSTEMS-VOIP-COMPUTER NETWORKS-VOICE/DATA CABLING-LIC# 743890

Sales Agreement

We thank you for putting your confidence in us to deliver your new communication system. We will do everything possible to make this experience as simple and pleasant as possible. Please do not hesitate to contact me if any questions arise through the process.

1. The signature below from an authorized person representing this firm, signifies agreement to the following terms and conditions.
2. Approval is given for the purchase of the system and installation as described in the attached bid proposal.
3. Total Proposal Price: **\$54,416.18**
Full payment is due within 30 days of system installation.
4. SCS retains ownership of equipment until paid in full.
5. Any changes or modifications to the job described in the proposal will require a change order.
6. You are responsible for providing a dedicated power source and a proper ground to be located within six feet of the main system switch. Signal Communication Systems will not be held liable for any existing electrical deficiencies or electrical code insufficiencies. This bid assumes that all existing or customer-installed/provided wiring, conduit, raceways, and wall spaces that are intended for use with this system are in good condition and accessible. Any conduits or wall spaces to be used shall have a customer provided pull string in place. If repair, replacement, or installation of any of the above is necessary by SCS personnel, the projected completion date could change and the cost could increase due to additional time and material billing to provide the needed corrections. In the event of equipment failure, Signal Communication Systems will not be held liable for loss of revenue, employee production, or other expenses related to such service outage.
7. Installation includes all labor, miscellaneous materials, and cleanup of the work area. The equipment and major materials installed have a warranty of five years. Workmanship is warranted for two years. Your purchase also includes a thirty day system program modification period, a music on hold source, basic power surge protection, labeling of all phone instruments, and 60 day unlimited user training and support.

Signal Communication Systems

City of Reedley _____
Company Name

Authorized Representative

Authorized Representative

Date

Date



4325 W. Shaw Ave #101 • Fresno CA 93722 • www.signalcommunication.com • 559-275-8500

**Phone Systems • Security Cameras • Voice & Data Cabling
Nurse Call • Two-Way Radio • GPS Tracking**

City of Reedley
845 G Street
Reedley, CA 93654

Attn: Paul Melikian and Lori Oken

Thanks for meeting with me to discuss the options for a new phone solution. The following is the updated quote.

As we discussed, this is site-based IP solution that you will own and control, NOT a hosted system that you will be just using space on and renting forever.

Since 1986, family owned Signal Communication Systems has provided valley businesses with a full range of telecom equipment and cabling solutions, as well as carrier services. This unique package of products and services has made Signal a premier provider of complete office solutions.

Signal, a California C-7 licensed contractor and BBB Accredited member, has a staff of dedicated installation and service professionals who take great pride in delivering a reliable Business Management Tool in the form of the ESI telecommunication product line.

Step One: Monthly Savings

There are some monthly savings to be had with upgrading to a new IP phone solution:

- Phone Carrier fees. Using the report you generated from your recent phone line study, there are currently 27 analog lines that could be converted to a digital PRI circuit. A PRI circuit is a newer type of phone line that can carry multiple phone numbers on a single set of cable. We will keep 4 of those analog lines as back-ups in case of a PRI failure, so you'll have savings on 23 analog lines. Right now you are paying \$651.36 per month for these 23 analog lines. A PRI cost estimate through Comcast would be \$400 a month, providing **a monthly savings of \$251.36**. PLUS, with a PRI circuit you would gain the ability to have Direct Dial Numbers for selected city employees AND outbound Caller ID control on a station-by-station basis.
- Fax lines. Using the same report, there are currently 6 fax lines that could be converted to ESI's Efax service. Incoming faxes would be automatically converted to a PDF and forwarded to the appropriate pre-assigned email address (i.e. City Manager faxes would go to the City Manager or assigned assistant, etc). For outgoing faxes, documents would need to be scanned and then emailed out. You may want to keep 1 fax line/machine for items that cannot be scanned/emailed. So if you converted 5 of these lines, that would save you **\$43.65 per month**.
- Fax machines. Eliminating the 5 fax lines would also allow you to eliminate the 5 fax machines. This would save you toner and paper costs. Some online research estimates

the monthly cost of toner and paper for an average fax machine to be about \$8. Times 5 machines, that would save you **\$40 per month**. This doesn't include electricity cost savings, nor does it take into account maintenance or replacement costs.

- Efficiencies. Always hard to quantify, but there should be significant efficiency savings by: having a copy of a user's voicemails sent directly to their Smartphone (particularly for Police Officers), being able to transfer calls to off-site departments, being able to intercom off-site departments, sharing voicemails, etc.

Taking just the hard dollars listed above, you could have **monthly savings of \$335**.

Step Two: Cabling Configuration

We would plug the phone directly into the Cat 5 connection in the wall and then daisy-chain the computer through the phone. This eliminates the cost of installing new cabling. Unity IT will provide the POE switches and we will work with them on any switch programming needed. Visually it will be:

WALL → PHONE → COMPUTER

Step Three: New Phone System – City Hall/Police Department

ESI Advantages:

- Five Year Hardware & Software Warranty **Included**
- Local IP phones for much easier moves around the office
- Maximum of 127 stations – plenty of room to grow
- 8 channels of voicemail, 70 hours of message storage
- Talking HELP menu
- Enhanced Caller ID allows one-touch call return from IP phones
- Up to 64 conference callers (maximum of 16 persons per conference)
- Meet Me Conferencing – you can host a conference by having outside parties call in to a specific number
- Integrated music-on-hold (3 pre-recorded, 9 customizable)
- Off-premise “reach-me” allows callers to find a user whether on site or not
- ESI-Dex scrolling speed dial allows users to quickly store and retrieve commonly called numbers (one button store)
- VIP7 – phone/computer interface software gives you call controls through your PC
- Emergency Alert – if 911 is dialed from any extension, the operator's main phone is notified immediately with what extension dialed 911
- Mobile Messaging – have a copy of your voicemails sent directly to your Smartphone
- Remote Access to System – saves money on service calls by allowing us to remotely connect to system and make many changes/updates

City Hall/Police Department

Your current configuration would give you capacity for a PRI circuit, up to 4 analog lines, up to 64 IP stations, and up to 4 analog ports. Forty-nine (49) IP phones, two (2) Polycom IP Conference phones, an 8 channel, 500 mailbox, 70 hour voicemail, 50 seats of VIP7 software are included below.

1	ESI IP900 Package:	22,000.00	
	Configured: 1 - PRI circuit, 4 co lines, 64 IP stations, 4 analog ports		
	Voicemail & Auto Attendant		
	Mobile Messaging		
	Meet-Me Conferencing		
	49 – ESI 55IP Backlit Full Duplex Speakerphones		
	49 – VIP7 Software		
2	Polycom IP6000 Conference Phone	490.00	980.00
1	Cellphone Booster Kit, 2,000 sq feet, City Hall		450.00
1	Installation Kit (patch cords, surge protector, etc)		<u>1,150.00</u>
	Materials Total		24,580.00
	Tax		2,083.16
	Installation and Programming		<u>11,975.00</u>
	City Hall/Police Department System		\$38,638.16

Step Four: Connecting the rest of the City Departments

For the other City departments located at other sites (Fire, Community Center, WWTP, Corp Yard), we would install IP phones connected remotely to the main system at City Hall/Police Department. These phones would function just like any other phone on the system. You can intercom, transfer calls, share voicemails, etc. If their internet connection failed, then these remote phones would not work. The phones at City Hall/Police Department would continue to function normally.

Fire Department		
8	ESI 55IP Backlit Full Duplex Speakerphones	255.00 2,040.00
8	ESI IP Licenses	85.00 680.00
8	ESI VIP7 Software	50.00 400.00
	Tax	284.76
	Installation and Programming	800.00
Community Center		
10	ESI 55IP Backlit Full Duplex Speakerphones	255.00 2,550.00
10	ESI IP Licenses	85.00 850.00
10	ESI VIP7 Software	50.00 500.00
	Tax	355.95
	Installation and Programming	1,000.00
WWTP		
8	ESI 55IP Backlit Full Duplex Speakerphones	255.00 2,040.00
8	ESI IP Licenses	85.00 680.00
8	ESI VIP7 Software	50.00 400.00
	Tax	284.76
	Installation and Programming	800.00
Corp Yard		
4	ESI 55IP Backlit Full Duplex Speakerphones	255.00 1,020.00
4	ESI IP Licenses	85.00 340.00
4	ESI VIP7 Software	50.00 200.00
	Tax	152.55
	Installation and Programming	<u>400.00</u>
	Total Remote Phones for 4 Locations	\$15,778.02

Summary:

City Hall/Police Department System	38,638.16
Remote Phones for 4 Locations	<u>15,778.02</u>
Summary Total	\$54,416.18

If you have any questions, or would like to meet to discuss the solutions in more detail, please contact me at 275-8500 ext 220.

Thank you,

Bryan Awbrey
10/26/18

**BUDGET AMENDMENT
RESOLUTION 2018-099**

The City Council of the City of Reedley does hereby amend the 2018-19 Budget as follows:

Section I - Additions:

FUND-DEPT.OBJECT		AMOUNT
110-4280-6299	VoIP Phone System Citywide	\$15,000

Purpose: The replacement of the various existing phone systems utilized by city departments with a citywide VoIP phone system was included in the FY 2018-19 Adopted Budget at an estimated cost of \$50,000. After soliciting multiple proposals, the vendor with the lowest cost will exceed the budgeted amount. In addition, the City will need to purchase and install some additional IT equipment to provide the necessary infrastructure. Total additional funds requested is \$15,000, which includes an approximate 10% contingency.

Section II – Source of Funding:

FUND BALANCE		AMOUNT
110-2710	DIF General Government Facilities	\$15,000

Impact: Sufficient fund balance is available for this allocation and does not impact any other project that utilizes this funding source.

Reviewed:



Assistant City Manager

Recommended:



City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on December 11, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Sylvia Plata, City Clerk



REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 15

DATE: December 11, 2018

TITLE: APPROVAL OF ITEMS RELATED TO THE FRESNO MADERA AREA AGENCY ON AGING (FMAAA) FUNDING AS FOLLOWS:

- A) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AMENDMENT 1 WITH FMAAA FOR \$7,500 IN ADDITIONAL FUNDING
- B) ADOPT RESOLUTION NO. 2018-101 AMENDING THE 2018-19 ADOPTED BUDGET APPROPRIATING \$7,500 IN THE SENIOR NUTRITION GRANT FUND TO UTILIZE PREVIOUSLY AUTHORIZED ADDITIONAL SENIOR NUTRITION GRANT FUNDS OF \$7,500 FROM FMAAA

BY: Christina Ontiveros, Senior Citizen Coordinator 

SUBMITTED: Sarah Reid, Community Services Director 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Adopt Resolution No. 2018-101 amending the 2018-19 Adopted Budget appropriating \$7,500 in the Senior Nutrition Grant Fund to utilize previously authorized additional Fresno-Madera Area Agency on Aging grant funds of \$7,500.

EXECUTIVE SUMMARY

This grant provides additional funding for the City's congregate senior meal program. In June 2018, the City Council approved and authorized the City Manager to sign the 2018-19 Fiscal Year FMAAA Agreement. On November 15, 2018, staff was notified by FMAAA that an additional \$7,500 in funding was allocated to the Reedley Congregate Meal Program.

FISCAL IMPACT

In addition to the original \$12,000 grant included in the FY 2018-19 Adopted Budget, the City will receive an additional \$7,500 during the fiscal year 2018-19. The additional funding will be used to purchase equipment, site supplies and chairs for the meal program in the Senior Center.

The equipment and chairs would not normally be funded by the City. The site supplies that will be purchased with the additional funding will reduce the City budgeted amount.

PRIOR COUNCIL ACTIONS

On June 26, 2018, City Council approved the 2018-19 FMAAA budget.

ATTACHMENT

1. Budget Amendment Resolution No. 2018-101
2. Amendment 1 Fresno-Madera Area Agency on Aging Contract

**AMENDMENT 1
TO CONTRACT BETWEEN
CITY OF REEDLEY
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)
3837 NORTH CLARK STREET
FRESNO, CA 93726**

- A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Reedley
100 North East Street
Reedley, CA 93634**

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2018 to June 30, 2019, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2018 through September 30, 2018 period may be incurred after September 30, 2018. No expenditure or obligation for the funding allocation for the October 1, 2018 through June 30, 2019 period may be incurred after June 30, 2019.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on November 15, 2018			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Service	Agency on Aging Contract No.	Funding Period	Grant Amount
Site Management	19-0171	July 2018 - September 2018	\$3,000
		October 2018 - June 2019	\$9,000
	19-0171 Amendment 1	October 2018 - June 2019	\$7,500
Total Fiscal Year 2018-2019 Grant Award:			\$19,500

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.

FOR SERVICE PROVIDER:

Signature of individual named on Exhibit E, page 5, as having primary, hands-on involvement and oversight of the day-to-day operations of the contracted program.

Date

Christina Ontiveros
Type Name

Senior Citizen Coordinator
Title

Signature of Authorized Contracting Official
(Refer to Appendix A)

Date

Nicole R. Zieba
Type Name

City Manager
Title

Contractor Federal Employer I.D. Number

FOR FRESNO-MADERA AREA AGENCY ON AGING:

Signature

Date

Jean Robinson
Type Name

Executive Director
Title

CONTRACTING AGENCY:
PROGRAM:

Title III CI Site Management

CONTRACT NO: 18-0171
REVISION NO: 1

A.	POSITION TITLE	B.	C.	D.	
		FTE % (40 Hrs = 100%)	FULL ANNUAL SALARY	% OF TIME ON PROGRAM	
1.	Senior Citizen Coordinator	Salary	100.0%	53,503	38.00%
2.		Salary			
3.		Salary			
4.		Salary			
5.		Salary			
6.		Salary			
7.		Salary			
8.		Salary			
9.		Salary			
10.		Salary			
Total Salaries		Page 2 Line 1 a ----->			
Total Payroll Taxes		Page 2 Line 1 b ----->			
Total Benefits		Page 2 Line 1 c ----->			
TOTAL PERSONNEL COSTS		Page 2 Line 1 ----->			

NOTE: If there is more than one employee per position list each separately. Total _____

E.	F.	G.	H.	I.	J.
FMAAA GRANT	PROGRAM DONATIONS	DONATIONS C-2	MATCHING FUNDS	NON-MATCHING FUNDS	TOTAL PERSONNEL COSTS
12,000	6,500	500	1,331		20,331
12,000	6,500	500	1,331		20,331
			1,555		1,555
			3,176		3,176
12,000	6,500	500	6,062		25,062

NOTE: If there is more than one employee per position, list each separately. Use additional pages as necessary.

[illegible]

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
PROGRAM BUDGET BY INCOME SOURCE: FY 2017-2018
City of Reedley
Title III CI Site Management

CONTRACT NO: 18-0171
REVISION NO: 1

CONTRACTING AGENCY:
PROGRAM:

CATEGORY	A. FMMAA GRANT	B. PROGRAM DONATIONS	C. DONATIONS C-2	D. MATCHING FUNDS	E. NON- MATCHING FUNDS	F. TOTAL CASH	G. IN-KIND MATCH
1. SALARIES & BENEFITS							
a. Salaries	12,000	6,500	500	1,331		20,331	
b. Payroll Taxes				1,555		1,555	
c. Employee Benefits & Work Comp.				3,176		3,176	
1. PERSONNEL COSTS	12,000	6,500	500	6,062		25,062	
2. TRAVEL AND TRAINING							
a. Staff Travel							
b. Volunteer Travel							
c. Training							
2. TRAVEL AND TRAINING							
3. EQUIPMENT PURCHASE (*)							
4. CONSULTANTS							
5. MEALS							
6. PROGRAM/SITE SUPPLIES (**)	7,500			1,500		9,000	
7. OTHER COSTS:							
a. Liability Insurance							
b. Telephone							
c. Office Supplies							
d. Postage							
e. Building Rent							
f. Building Maintenance							
g. Equipment Maintenance							
h. Vehicle Maintenance							
i. Utilities							
j. Printing							
k. Memberships/Licenses							
l. Subscriptions/Publications							
m. Advertising							
n.							
7. OTHER COSTS:							
TOTAL DIRECT COSTS	19,500	6,500	500	7,562		34,062	
8. INDIRECT COSTS (Attach narrative)							
TOTAL COSTS	19,500	6,500	500	7,562		34,062	

* List all proposed equipment purchases on page 4. (Equipment is an asset with a per item purchase price in excess of \$500 including taxes, shipping and installation)

** List all proposed purchases on page 4 of single or individual items with a cost in excess of \$100 including taxes, shipping and installation.

(Revised June 2015)

**FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF FUNDING SOURCES: FY 2017-18**

CONTRACTING AGENCY:

City of Reedley

PROGRAM:

Title III CI Site Management

CONTRACT NO:

18-0171

REVISION NO:

1

	PROGRAM	
	B. CASH	C. IN-KIND
1. FMAAA Grant	19,500	
2. Program Donations:		
Current Year Program Donations	6,500	
Deferred Donations		
3. Home-Delivered Nutrition (C-2) Donations:		
Current Year Home-Delivered Nutrition (C-2) Donations	500	
Deferred Home-Delivered Nutrition (C-2) Donations		
4. Matching Funds - Cash & In-Kind (List Source):		
a. City of Reedley	7,562	
b.		
c.		
d.		
5. Non-Matching Funds [Federal Funds/Other Program Match] - Cash & In-Kind (List Source):		
a.		
b.		
c.		
6. TOTAL FUNDING		
<i>(These totals must agree with the totals shown at the bottom of Page 2 column F and G)</i>	34,062	
Total from Page 2, Columns F and G	34,062	
Variance (must be zero)	0	0

(Revised June 2015)

FRESNO - MADERA AREA AGENCY ON AGING
SCHEDULE OF PROGRAM/SITE SUPPLIES AND EQUIPMENT PURCHASES: FY 2017-18

CONTRACTING AGENCY: _____ City of Reedley
PROGRAM: _____ Title III CI Site Management
CONTRACT NO: 18-0171
REVISION NO: 1

ITEM QUANTITY (Must List number)	Item Type / Description	Estimated Month of Purchase	Estimated per unit purchase cost (***)	How is the item to be used for the program the grant is funding?	Estimated amount paid by FMAAA / GRANT funding	Estimated amount paid by DONATION funding	Estimated amount paid by MATCH funding
1 PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:							
a 2	36X36 square table		187.95	registration and paper products tables	376		
b 1	wire rack		380	lunch program supplies	380		
c 1	wire rack		347	lunch program supplies	347		
d 3	desk chairs		200	1 chair senior coordinator/	600		
e				2 for senior volunteers for senior lunch			
f				program sign in table			
g 2	security cart		374	files fmaaa	748		
h 1	bulk storage rack		358	large program supplies	358		
i 1	multi purpose utility table		161	table for dishwasher trays	161		
j							
k							
l 1							
m 30	dining chairs		81.95	senior dining lunch program	2459		
n							
o							
p							
q							
TOTAL PURCHASES FOR "PROGRAM / SITE SUPPLIES" EXCEEDING \$100 PER INDIVIDUAL OR SINGLE ITEM:					5429		
2 PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:							
a							
b							
c							
d							
e							
TOTAL PURCHASES FOR "EQUIPMENT PURCHASE" EXCEEDING \$500 PER INDIVIDUAL OR SINGLE ITEM:							

*** Costs to include estimated purchase of the individual / single item to be purchased, any taxes, any shipping and installation costs.

**BUDGET AMENDMENT
RESOLUTION 2018-101**

The City Council of the City of Reedley does hereby amend the 2018-19 Budget as follows:

Section I - Additions:

FUND-DEPT.OBJECT	AMOUNT
027-4695-2415 Senior Nutrition Grant Site Supplies	\$ 7,500

Total Appropriations \$ 7,500

Purpose: To increase appropriations for the Senior Meal Program Site Supplies, due to a budget increase by Fresno Madera Area Agency on Aging (FMAAA).

Section II – Source of Funding:

FUND BALANCE	AMOUNT
027-3805 Senior Nutrition Federal FMAAA	\$ 7,500
Total Revenue	\$ 7,500

Impact: To increase revenue appropriations to offset the expenditure increase for the Senior Meal Program Site Supplies.

Reviewed:

Recommended:


Assistant City Manager


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on December 11, 2018, by the following vote:

AYES:

NOES:

ABSENT:

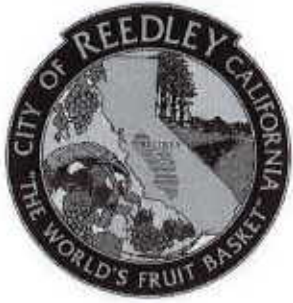
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Sylvia Plata, City Clerk



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 16

DATE: December 11, 2018

TITLE: ADOPT RESOLUTION NO. 2018-103 AMENDING THE 2018-19 ADOPTED BUDGET APPROPRIATING \$265,856 IN MEASURE C FLEXIBLE FUNDS TO COVER PAYMENTS MADE TO THE SAN JOAQUIN VALLEY RAILROAD FOR IMPROVEMENTS MADE TO THEIR INFRASTRUCTURE RELATED TO THE REED AVENUE PHASE 1 PROJECT

SUBMITTED: John S. Robertson, City Engineer *JSR*

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

Adopt Resolution No. 2018-103 amending the 2018-19 Adopted Budget appropriating \$265,856 in Measure C Flexible Funds to cover payments made to the San Joaquin Valley Railroad (SJVRR) for improvements made to their infrastructure related to the Reed Avenue Phase 1 project.

EXECUTIVE SUMMARY

The Reed Avenue Phase 1 project, which consisted of pavement improvements and geometric modifications, impacted the SJVRR to such an extent that it was necessary to obtain a General Order 88 (GO-88) permit from the California Public Utilities Commission (CPUC). Prior to issuing this permit, the City spent many months coordinating and working with these two agencies to finalize their scope of work and determining the costs for these improvements for which the City would be responsible to pay. On June 14, 2016 Resolution No. 2016-61 was approved by the City Council granting authority to the City Manager to enter into an agreement with the SJVRR for the agreed upon scope of work and estimated costs

After completion of their work, the total costs paid to the SJVRR by the City was \$332,258.60. After completion of the project the City submitted all invoices for reimbursement from the federal aid program received for the project. At that time the City was informed that the costs associated with the SJVRR were not eligible for reimbursement from the federal aid program. Therefore, it is necessary to use Measure C Flexible Funding to pay for these required costs.

FISCAL IMPACT

There are enough funds in the Measure C Flexible Fund to cover these costs.

ATTACHMENTS

1. Budget Amendment Resolution No. 2018-103

**BUDGET AMENDMENT
RESOLUTION 2018-103**

The City Council of the City of Reedley does hereby amend the 2018-19 Budget as follows:

Section I - Additions:

FUND-DEPT.OBJECT	AMOUNT
014-4441.5890 (This will be the amount "transferred" and immediately expensed)	\$265,856
007-3707 (This is where the money "transferred" will show up in Fund 007)	\$265,856

Purpose: To cover costs of construction improvements related to the San Joaquin Valley Railroad performed at the North & Reed intersection as a result of the City's roadway improvement project (Reed Avenue Phase 1). These costs were not accepted by Caltrans as reimbursable through the Federal Aid program and are the City's responsibility for payment.

Section II – Source of Funding:

FUND BALANCE	AMOUNT
014-2710(Will be reduced by the reclassified expenditures)	\$265,856
007-2710(Will be increased when the expense is reclassified – necessary for accounting entry)	\$265,856

Impact: There are sufficient funds in the funding sources for the required payments. See the Staff Report for more detail

REVIEWED:

RECOMMENDED:



Assistant City Manager

City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on December 11, 2018, by the following vote:

AYES:

NOES:

ABSENT:

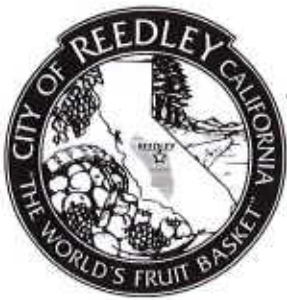
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Sylvia Plata, City Clerk



REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 17

DATE: December 11, 2018

TITLE: CONSIDERATION OF ITEMS PERTAINING TO THE CRICKET HOLLOW BOAT LAUNCH FACILITY IMPROVEMENT PROJECT:

(A) APPROVING AND AUTHORIZING CITY MANAGER TO EXECUTE A CREDIT TRANSFER AGREEMENT WITH THE NATIONAL FISH AND WILDLIFE FOUNDATION'S SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM FOR THE CRICKET HOLLOW BOAT LAUNCH FACILITY IMPROVEMENTS PROJECT

(B) ADOPT RESOLUTION NO. 2018-104 AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO APPROPRIATE AVAILABLE FUNDS IN THE AMOUNT OF \$45,100 TO FUND THE NATIONAL FISH AND WILDLIFE FOUNDATION'S SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM FOR THE CRICKET HOLLOW BOAT LAUNCH FACILITY IMPROVEMENTS PROJECT

SUBMITTED: Linda Thao, Senior Engineering Assistant
Engineering Department *LT*

SUBMITTED: John S. Robertson, City Engineer
Engineering Department *JSR*

APPROVED: Nicole Zieba
City Manager *NZ*

RECOMMENDATION

Staff recommends that the City Council take the following actions:

(A) Approving and authorizing City Manager to execute a Credit Transfer Agreement with the National Fish and Wildlife Foundation's Sacramento District California In-Lieu Fee Program for the Cricket Hollow Boat Launch Facility Improvements project.

(B) Adopt Resolution No. 2018-104 amending the fiscal year 2018-2019 budget to appropriate available funds in the amount of \$45,100 to fund the National Fish and Wildlife Foundation's

Sacramento District California In-Lieu Fee Program for the Cricket Hollow Boat Launch Facility Improvements project.

BACKGROUND

In 2014, the City received approximately \$900,000 of funds from the Division of Boating and Waterways (DBW) for the scoping and construction of improvements for the boat launch facility at Cricket Hollow. Over the last few years, staff and several consultants have worked to finalize the required scope of services, obtain all required permits from state and federal agencies, and complete the construction documents.

Permits from the following agencies were obtained: US. Army Corps of Engineers (Corps) Letter of Permission, Kings River Conservation District Endorsement, Central Valley Flood Protection Board, Central Valley Regional Water Quality Control Board, California State Lands Commission Agreement, California Department of Fish and Wildlife Streambed Alteration Agreement.

The Corps permit authorizes the project activities in approximately 0.09 acre of waters of the United States, including wetlands, for the Cricket Hollow Boat Launch Improvements project. The permit had multiple Special Conditions. One Special Condition was put in place to mitigate for the loss of 0.09 acre of Kings River wetlands. This Special Condition required the purchase of 0.18 aquatic resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the King Aquatic Resources Service Area. According to the NFWF, this 0.18 aquatic resource credit has a purchase price of \$45,100.

PRIOR COUNCIL ACTIONS

On October 9, 2018, the City Council approved Budget Amendment Resolution No. 2018-043 to allocate City funds to be used with the grant funds to fully fund the Project, contingencies, and construction management services. The total amount to cover the costs listed above is estimated at approximately \$992,132. The local funds allocated to this project are from the Development Impact Fees - Fire, Measure C funds (flexible and pedestrian/trail) and Sewer Capital Enterprise funds.

On October 23, 2018, the City Council adopted Resolution No. 2018-089 awarding a construction contract to Cushman Contracting Corporation of construction of Cricket Hollow Boat Launch Facilities in the amount of \$848,000 and granted the City Manager the authority to approve change orders up to an amount approximately equal to 10% of the construction contracted amount.

FISCAL IMPACT

The local fund allocated to this project is from the Development Impact Fee – Park & Recreation Facilities fund. The funding source has the fund balance to cover this amount.

ATTACHMENTS

1. Budget Amendment Resolution 2018-104

Motion: _____

Second: _____

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT

Contract #: 00085

This Credit Transfer Agreement ("Agreement") is entered into this ____ day of _____, 2018, by and between THE NATIONAL FISH AND WILDLIFE FOUNDATION ("Program Sponsor") and the CITY OF REEDLEY, COMMUNITY SERVICES ("Project Applicant"), jointly referred to as the "Parties," as follows:

RECITALS

A. The Program Sponsor developed the Sacramento District California In-Lieu Fee Program ("ILF Program") covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Sacramento District within California; and

B. The ILF Program was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Water Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies") on October 10, 2014, and the ILF Program is currently in good standing with the Agencies; and

C. The ILF Program has received approval from the Agencies to offer Aquatic Resource Credits and Vernal Pool Credits pursuant to the Instrument, as compensation for impacts to aquatic resources regulated by the Agencies; and

D. Project Applicant is seeking to implement the Cricket Hollow Boat Launch Improvements project located on the Kings River at Cricket Hollow Park, Reedley, Fresno County, California, in accordance with general and special conditions, as set forth in a USACE (SPK-2016-00494) letter to the City of Reedley, Community Services, dated January 23, 2017, ("SPK-2016-00494 Letter"), which authorized "activities in approximately 0.09 acre of waters of the United States, including wetlands." Specifically, the Project Applicant seeks to "mitigate for the loss of 0.09 acre of the Kings River" by purchasing credits from the ILF Program in accordance with such letter, as described in Exhibit "A" attached hereto; and

E. Project Applicant has been authorized by the SPK-2016-00494 Letter referenced in paragraph D above to "purchase 0.18 aquatic resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the King Aquatic Resource Service Area"; and

F. Given the facts stated in paragraph E above, Project Applicant desires to purchase from the ILF Program and the Program Sponsor desires to transfer to Project Applicant Eighteen Hundredths (0.18) Aquatic Resource Credit in the form of "Unallocated Program Area Advance Credits" (as such term is defined in the Instrument) that the Program Sponsor will allocate to the Kings River Watershed Service Area in accordance with the terms of the Instrument;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Program Sponsor hereby agrees to transfer to Project Applicant from the ILF Program Eighteen Hundredths (0.18) Aquatic Resource Credit ("Purchased Credits") in the form of Unallocated Program Area Advance Credit that the Program Sponsor will allocate to the Kings River Watershed Service Area, for the purchase price of Forty-Five Thousand One Hundred Dollars (\$45,100) ("Purchase Price"). This Agreement is expressly conditioned upon the Program Sponsor's receipt of the Purchase Price for said Purchased Credits, in accordance with this Agreement.

2. The sale and transfer of the Purchased Credits is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.

3. Project Applicant shall have no obligation or right whatsoever by reason of the purchase of the Purchased Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated, informed, or liable for the success or continued expense or maintenance in perpetuity of the Purchased Credits transferred, or the ILF Program. The Program Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Purchased Credits transferred and the ILF Program.

4. The Purchased Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must pay and deliver the Purchase Price to the Program Sponsor by cashier's check or wire transfer (in accordance with written instructions provided to Project Applicant from Program Sponsor) within sixty (60) days of the date of execution of this Agreement. If the Purchase Price is not received by Program Sponsor within such 60-day period, then at any time thereafter Program Sponsor may, unless and until the Purchase Price is received and accepted by Program Sponsor, terminate this Agreement at will by providing no less than three (3) days' advance written notice to Project Applicant of Program Sponsor's intention to so terminate.

6. Upon receipt of the Purchase Price, (a) transfer of the Purchased Credits shall be effectuated and evidenced by Program Sponsor's delivery to Project Applicant of an executed bill of sale ("Bill of Sale") in substantially the form attached hereto and marked Exhibit "B" and (b) Program Sponsor's receipt of the Purchase Price shall be confirmed and evidenced by Program Sponsor's delivery to Project Applicant of a completed payment receipt ("Payment Receipt") in substantially the form attached hereto and marked Exhibit "C."

7. After delivering the Bill of Sale and Payment Receipt in accordance with Section 6 above, the Program Sponsor shall submit to the parties listed in the Notices section of the Instrument, final, executed copies of: (a) this Agreement; (b) the Bill of Sale; (c) the Payment Receipt; and (d) an updated Credit Ledger (as defined under the Instrument) reflecting the transfer of the Purchased Credits to the Project Applicant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PROGRAM SPONSOR:
National Fish and Wildlife Foundation

By: _____ Date: _____
Timothy J. DiCintio, Senior Vice President, IDEA

PROJECT APPLICANT:
City of Reedley, Community Services

By: _____ Date: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
REQUIRING COMPENSATORY MITIGATION**

Department of the Army, U.S. Army Corps of Engineers, Sacramento District (SPK-2016-00494) letter to the City of Reedley, Community Services, dated January 23, 2017, ("SPK-2016-00494 Letter"), authorized the Cricket Hollow Boat Launch Improvements project located on the Kings River at Cricket Hollow Park, Reedley, Fresno County, California, a project involving authorized "activities in approximately 0.09 acre of waters of the United States, including wetlands," and requires the purchase of "0.18 aquatic resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the King Aquatic Resource Service Area" to "mitigate for the loss of 0.09 acre of the Kings River."

Exhibit "B"

**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
BILL OF SALE**

Contract # 00085

In consideration of the sum of Forty-Five Thousand One Hundred Dollars (\$45,100), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell and transfer to the City of Reedley, Community Services ("Project Applicant") Eighteen Hundredths (0.18) Aquatic Resource Credit in the form of Unallocated Program Area Advance Credit that the Program Sponsor will allocate to the Kings River Watershed Service Area of the Sacramento District California In-Lieu Fee Program ("ILF Program"), which was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies").

Program Sponsor represents and warrants that the ILF Program is in good standing with the Agencies and has available the specified number of Eighteen Hundredths (0.18) Aquatic Resource Credit in the form of Unallocated Program Area Advance Credit for allocation to the Kings River Watershed Service Area to transfer to the Project Applicant.

Program Sponsor also represents and warrants to the Project Applicant that it has all right, title, and interest in the Credits necessary to transfer them to the Project Applicant.

DATED: _____

National Fish and Wildlife Foundation, Program Sponsor

By: _____
Timothy J. DiCintio, Senior Vice President, IDEA

Exhibit "C"

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
Payment Receipt

Name: City of Reedley, Community Services
Address: 1733 Ninth Street, Reedley, CA 93654
Telephone: 559-637-4200 ext. 229
Contact: Linda Thao

PROJECT INFORMATION

Project Description: Mitigation for “the loss of 0.09 acre of the Kings River” as required by USACE SPK-2016-00494 letter to the City of Reedley, Community Services, dated January 23, 2017, (“SPK-2016-00494 Letter”) for the Cricket Hollow Boat Launch Improvements project located on the Kings River at Cricket Hollow Park, Reedley, Fresno County, California, a project involving “activities in approximately 0.09 acre of waters of the United States, including wetlands.”

Project Location: Latitude 36.5814°, Longitude -119.4609° (from USACE SPK-2016-00494), Reedley, Fresno County, California

Agency File Numbers: USACE SPK-2016-00494

Credits Transferred: Eighteen Hundredths (0.18) Aquatic Resource Credit

ILF Program Service Area: Unallocated Program Area for allocation to the Kings River Watershed Service Area

PAYMENT INFORMATION

Payee: National Fish and Wildlife Foundation

Payor: City of Reedley, Community Services

Amount: Forty-Five Thousand One Hundred Dollars (\$45,100)

Method of payment: Electronic Funds Transfer Check No. Money Order No.

Received by: _____ Date: _____
(Signature)

Name: Timothy J. DiCintio Title: Senior Vice President, IDEA

**BUDGET AMENDMENT
RESOLUTION 2018-104**

The City Council of the City of Reedley does hereby amend the 2018-19 Budget as follows:

Section I - Additions:

FUND-DEPT.OBJECT	AMOUNT
109-4279.5089	\$45,100

Purpose: The resolution is necessary in order to pay for the 0.18 aquatic resource credits from the National Fish and Wildlife Foundation's Sacramento District California In-Lieu Fee Program for the King Aquatic Resource Service Area. The aquatic resource credits are to mitigate for the loss of 0.09 acre of the Kings River related to the Cricket Hollow Boat Launch Facility Improvement project. This fee will be paid through the Development Impact Fee – Park & Recreation Facilities fund.

Section II – Source of Funding:

FUND BALANCE	AMOUNT
109-2710	\$45,100

Impact: The fund amounts will be reduced by the amounts listed above. There are enough funds in the fund balance for the required payment.

REVIEWED:


Assistant City Manager

RECOMMENDED:


City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on December 11, 2018, by the following vote:

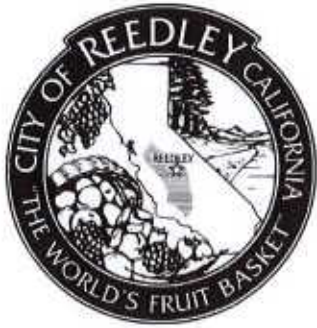
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Sylvia Plata, City Clerk



REEDLEY CITY COUNCIL

- ☐ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☒ Public Hearing

ITEM NO: 18

DATE: December 11, 2018

TITLE: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2018-008, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING TITLE 10, CHAPTER 14, ADDING ARTICLE I TO INCORPORATE ALLOWED PLACEMENT OF TEMPORARY REAL-ESTATE SIGNAGE

BY: Rob Terry, Director 
Community Development Department

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Staff recommends that the City Council of the City of Reedley take the following actions:

1. Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2018-008, an Ordinance of the City Council of the City of Reedley amending Title 10, Chapter 14, adding Article I to incorporate allowed placement of temporary real-estate signage
2. Receive Environmental Assessment No. 2018-15, a finding that no new environmental document is required for this project, dated November 1, 2018

EXECUTIVE SUMMARY

The Reedley Municipal Code does not currently contain any provisions for the placement of temporary real-estate signage. The lack of such a provision makes it challenging for Code Enforcement to address signage placement appropriately, and fails to give real-estate professionals in the area consistent guidelines in which to conduct their signing placement activities. Because the City of Reedley wishes to maintain consistency and clarity within its Municipal Code pertaining to the use and placement of signage, staff has been directed to propose additional language for placement into the Municipal Code to address the topic, delivered as Ordinance 2018-008 (Text Amendment Application No. 2018-2). Staff worked directly with local real estate professionals to ensure the transparent implementation of this policy.

BACKGROUND

The Reedley Municipal Code does not currently contain any provisions for the placement of temporary real-estate signage. The lack of such a provision makes it challenging for Code

Enforcement to address signage placement appropriately, and fails to give real-estate professionals and property owners in the area consistent guidelines in which to conduct their real-estate signing placement activities. The City of Reedley has a compelling interest to exempt certain signs to further the purpose and objectives of the City's Municipal Code and to allow for the use of signs with minimal aesthetic impact because of their size and temporary nature. Additionally, the single-family residential real estate industry is distinct from other industries in that there are generally no storefronts available for advertising and most homes are not located adjacent to heavily traveled streets. This makes off-site signs that advertise available homes necessary for potential buyers to find them. As such, exempting off-site open house real estate signs is necessary to allow homeowners to efficiently advertise and sell their properties as quickly as possible and to assist potential buyers in finding available homes within our community.

Because single-family real estate sales are temporary and infrequent, as opposed to sales from commercial businesses, exempting single-family open house real estate signs will not lead to a proliferation of unsightly signs, as they will be used only during very limited times when there is an open house; will be removed at the end of each day of use, and once a home is sold will no longer be placed.

To address this, proposed is amending Title 10, Chapter 14, adding Article I through Ordinance 2018-008, to incorporate allowed placement of temporary real-estate signage.

ENVIRONMENTAL REVIEW

On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed GPU pursuant to the California Environmental Quality Act (CEQA). The EIR provides a comprehensive single programmatic environmental document that will allow the City of Reedley to carry out the proposed project and evaluates direct, indirect, and cumulative impacts of the proposed project, as well as project alternatives in accordance with the provisions set forth in CEQA and the CEQA Guidelines.

According to Environmental Assessment No. 2018-15 (Attachment 3), pursuant to Section 15168(c)(2), the City as the lead agency, has determined that Ordinance No. 2018-008 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Ordinance No. 2018-008. Staff provided a comprehensive analysis and review of the proposed amendments to the Reedley Municipal Code, and determined the results to be within the scope of the project described in the Program EIR.

It has also been determined that no new effect could occur beyond those identified and analyzed in the Program EIR (SCH No. 2010031106), and that no new mitigation measures are required for this project beyond those set forth in the program EIR (SCH No. 2010031106), pursuant to Section 15168(c)(2). Therefore, no new environmental document is required for this Project.

PLANNING COMMISSION

The Planning Commission received a staff report and presentation relating to Text Amendment Application No. 2018-2 (Ordinance No. 2018-008), and related environmental assessment 2018-15, at their regularly scheduled meeting of November 8, 2018. They opened the meeting

to receive comments from the public regarding the item, and received no comments. Via Planning Commission Resolution 2018-13, the Planning Commission unanimously recommends that the City Council accept Environmental Assessment 2018-15, and introduce Ordinance 2018-008 for adoption.

ATTACHMENTS

1. Ordinance No. 2018-008, an Ordinance of the City Council of the City of Reedley Amending Title 10, Chapter 14, adding Article I to incorporate allowed placement of temporary real-estate signage
2. Initiation of Text Amendment 2018-2
3. City of Reedley, Environmental Assessment No. 2018-15, Environmental Finding of No Possibility of Significant Effect, dated November 1, 2018
4. Reedley Planning Commission Resolution No. 2018-13

ORDINANCE NO. 2018-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING TITLE 10, CHAPTER 14, PERTAINING TO EXEMPT SIGNAGE, ADDING ARTICLE I TO INCORPORATE ALLOWED PLACEMENT OF TEMPORARY OFF-SITE REAL ESTATE SIGNAGE FOR SINGLE-FAMILY LOCATIONS

The City Council of the City of Reedley does hereby ordain as follows:

SECTION 1: Section 10-14-10 of Chapter 14 of Title 10 of the Reedley Municipal Code is amended to read as follows:

10-14-10: EXEMPTED SIGNS

The following signs and devices shall not be subject to the provisions in this chapter:

- A. Governmental: Signs placed by a governmental body or public utility, required to be maintained by law.
- B. Memorial: Memorial tablets or plaques placed by recognized historical agencies.
- C. Government Flags: Flags of the national or state government.
- D. Traffic Signs: Traffic or other signs of government agencies, signs required by law or contract with a governmental agency, railroad crossing signs, legal notices and such temporary emergency or non-advertising signs as may be authorized by the city council.
- E. Holidays/Celebrations: Decorations or window signs to celebrate nationally recognized holidays and local celebrations.
- F. Permanent Window Signs: Permanent window signs including hours of operation, credit card signs and similar ancillary business signs. Additionally "open", "closed" and "help wanted" signs may be placed. Signs indicating "open" and "closed" may be illuminated.
- G. Political Signs: Political signs, that adhere to the following regulations:
 - 1. Political signs are permitted on lots or parcels privately owned with permission of the property owner.
 - 2. The combined area of a sign by any one candidate on any one parcel shall not exceed thirty two (32) square feet.
 - 3. Political signs shall not be attached to trees, fence posts, or utility poles, except on private property where signs may be attached to trees and fence posts with permission of the property owner.
 - 4. Political signs shall not be illuminated either directly or indirectly.
 - 5. No political sign or portion thereof shall be placed in any street right of way or on any city owned property.

6. No sign shall be placed in a corner cutoff area, or within thirty feet (30') of intersecting curb lines of a street intersection, or placed in such a manner as to interfere with pedestrian traffic.
7. Political signs shall not be erected or placed more than sixty (60) days prior to the date of the election.
8. All political signs shall be removed within fourteen (14) days following the date of the election. Signs not removed within this period may be removed by the city and the cost of removal assessed against the candidate.
9. Provisions of this subsection shall not apply to political advertising on legally established existing commercial billboard structures.
10. All political signs shall comply with the regulations adopted by the fair political practices commission.

H. Murals: It is the intent of the city council, for purposes of promoting the local economy, tourism, and for further purposes of beautifying the city, to adopt standards regarding murals, their location and design.

1. Location: Murals may be located on the sides of buildings and walls on property in any commercial, industrial or public/quasi-public zone district within the city.
2. Mural Design Approval: Prior to painting, installation and execution of a mural, an application shall be submitted to the community development department. The application shall include a detailed drawing or sketch of the mural plus other details as prescribed on the application or deemed by the community development department staff to be pertinent. The community development department shall forward the application, with a recommendation, to the city council. The city council shall review and approve, approve with modifications, or deny the application as submitted.
3. Criteria For Design Of Murals:
 - a. Subject Matter: The subject matter shall be of historical significance regarding the growth and development of the city of and its surrounding environs or be of such high quality as to be appropriate. A mural shall not contain elements that advertise an existing business or product.
 - b. Paint: The paint to be used shall be appropriate for use in an outdoor locale, for an artistic rendition and shall be of a permanent, long lasting variety.
 - c. Qualified Artists: The mural shall be designed and painted by qualified mural artists with sufficient knowledge in the design and painting of such projects.
 - d. Vandal Resistant: To the extent feasible, the mural shall be vandal and graffiti resistant.

- e. City Council Approval: Approval of a mural design shall occur only after public notice and an opportunity for interested parties to present any appropriate comments, either in writing or orally, to the planning commission.
- f. Mural Design Amendment: Prior to amending an approved mural design (whether painted or not painted), an application for an amendment shall be submitted to the community development department. The application shall include a detailed drawing or sketch of the mural, plus other details as prescribed on the application or deemed by staff to be pertinent. The community development department shall forward the application, with a recommendation, to the city council. The council shall review and approve, approve with modifications, or deny the application as submitted.

I. Real Estate Signage: It is the intent of the city council, for purposes of promoting the local economy, tourism, and for further purposes of beautifying the city, to adopt standards regarding murals, their location and design.

1. For sale or lease: On-site or structure signs not exceeding four (4) square feet for single-family or duplexes and sixteen (16) square feet for multifamily, business, and industrial sites of up to two (2) acres in area, thirty-two (32) square feet total sign area for multifamily, business, and industrial sites of two (2) acres or larger, and one in number per street frontage.
2. Open house: On site. On-site or structure signs, between the hours of 10:00 a.m. and 7:00 p.m. daily, not exceeding four (4) square feet per sign and one in number per site or structure; and
3. Open house: Off-site residential. Open house signs for single-family, including duplexes, between the hours of 10:00 a.m. and 7:00 p.m. daily, not exceeding four (4) square feet per sign and one in number in the neighborhood of sales; not to be located in any center median of a public road or in a sidewalk right-of-way; and directional arrows with addresses not exceeding six (6) in number in the neighborhood of sales. In adopting this exemption for off-site residential open house signs, the Council finds as follows:
 - a. The City has a compelling interest to exempt certain signs to further the purpose and objectives of this chapter and to allow for the use of signs with minimal aesthetic impact because of their size and temporary nature.
 - b. The single-family residential real estate industry is distinct from other industries in that there are generally no storefronts available for advertising and most homes are not located adjacent to heavily traveled streets. This makes off-site signs that advertise available homes necessary for potential buyers to find them.
 - c. Real estate signs do not advertise goods or services, but actual locations. Directing potential buyers to an available home is necessary to facilitate real estate transactions as potential buyers must be able to find and view the available homes.

- d. Single-family real estate sales are temporary and infrequent as opposed to sales from commercial businesses. Exempting single-family open house real estate signs will not lead to a proliferation of unsightly signs because they will be used only during very limited times when there is an open house, will be removed at the end of each day of use, and once a home is sold will no longer be used.
- e. Exempting off-site open house real estate signs is necessary to allow homeowners to efficiently advertise and sell their properties as quickly as possible and to assist potential buyers in finding available homes within our community.

SECTION 2: Publication: The City Clerk is hereby directed to cause a summary of this ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again within fifteen (15) days after its adoption.

SECTION 3: Codification: The City Clerk is further directed to cause this ordinance to be codified after its adoption.

SECTION 4: This ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

I hereby certify that the foregoing Ordinance No. 2018-008 was introduced and given first reading at a regular meeting of the City Council of the City of Reedley held on December 11, 2018, and was thereafter duly adopted at a regular meeting of said City Council held on January 8, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, City of Reedley

ATTEST:

Sylvia Plata, City Clerk
City of Reedley



City of Reedley

Community Development Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
FAX 637-2139

TO: Nicole R. Zieba, City Manager

FROM: Rob Terry
Community Development Director

DATE: October 19, 2018

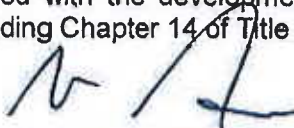
SUBJECT: INITIATION OF AN AMENDMENT TO THE TEXT OF THE REEDLEY MUNICIPAL CODE AMENDING TITLE 10, CHAPTER 14, PERTAINING TO EXEMPT SIGNAGE, ADDING ARTICLE I TO INCORPORATE ALLOWED PLACEMENT OF TEMPORARY REAL ESTATE SIGNAGE WITHIN THE COMMUNITY

The City of Reedley has received feedback from the business community regarding current zoning regulations that negatively impact economic activity within the community. During outreach and follow-up efforts with several business groups, in an effort to address areas that could be adjusted to better provide a business supportive atmosphere, it was noted that the current code prohibited the placement of temporary real-estate signage. Recognizing that such prohibition challenges advertising of housing opportunities within the community, an amendment to the current municipal code is desired.

Proposed is amending Chapter 14 of Title 10, adding Article I which will pertain to the allowed placement of temporary real-estate signage within the community.

Staff recommends that pursuant to Reedley Municipal Code, §10-22-2, Initiation, the City Manager may initiate the proposed text amendment to the Reedley Municipal Code.

I, Nicole Zieba, City Manager, authorize the City of Reedley Community Development Department to proceed with the development of a text amendment to the Reedley Municipal Code pertaining to amending Chapter 14 of Title 10, adding Article I, as stated above.



Nicole R. Zieba, City Manager



Date



City of Reedley

Community Development Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
FAX 637-2139

TO: Rob Terry, Director
Community Development Department

FROM: Ellen Moore, Associate Planner
Community Development Department

DATE: November 1, 2018

SUBJECT: ENVIRONMENTAL ASSESSMENT NO. 2018-15: TEXT AMENDMENT APPLICATION
NO. 2018-2 (ORDINANCE NO. 2018-008)

The Community Development Department is proposing to amend Chapter 14 of Title 10, adding Article I which will pertain to the allowed placement of temporary real-estate signage within the community.

The intent of this proposed ordinance is to continue responsive measures to address community feedback regarding zoning regulations, changing business needs and community preferences, and support for economic activity within the community.

On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which has been prepared for the proposed GPU pursuant to the California Environmental Quality Act (CEQA). The EIR provides a comprehensive single programmatic environmental document that will allow the City of Reedley to carry out the proposed project and evaluates direct, indirect, and cumulative impacts of the proposed project, as well as project alternatives in accordance with the provisions set forth in CEQA and the CEQA Guidelines.

Pursuant to Section 15168(c)(2), the City as the lead agency, has determined that Ordinance No. 2018-008 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Ordinance No. 2018-008. Staff provided a comprehensive analysis and review of the proposed amendments to the Reedley Municipal Code, and determined the results to be within the scope of the project described in the program EIR.

It has also been determined that no new effect could occur beyond those identified and analyzed in the Program EIR (SCH No. 2010031106), and that no new mitigation measures are required for this project beyond those set forth in the program EIR (SCH No. 2010031106), pursuant to Section 15168(c)(2). Therefore, no new environmental document is required for this Project.

RESOLUTION NO. 2018-13

A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION, RECOMMENDING THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVE TEXT AMENDMENT APPLICATION NO. 2018-2 (ORDINANCE NO. 2018-008), AMENDING TITLE 10, CHAPTER 14, PERTAINING TO EXEMPT SIGNAGE, ADDING ARTICLE I TO INCORPORATE ALLOWED PLACEMENT OF OFF-SITE TEMPORARY REAL ESTATE SIGNAGE FOR SINGLE-FAMILY LOCATIONS

WHEREAS, the City of Reedley has a compelling interest to exempt certain signs to further the purpose and objectives of the City's Municipal Code and to allow for the use of signs with minimal aesthetic impact because of their size and temporary nature; and

WHEREAS, the City of Reedley wishes to maintain consistency and clarity within its Municipal Code pertaining to the use and placement of signage within the community; and

WHEREAS, the single-family residential real estate industry is distinct from other industries in that there are generally no storefronts available for advertising and most homes are not located adjacent to heavily traveled streets. This makes off-site signs that advertise available homes necessary for potential buyers to find them; and

WHEREAS, single-family real estate sales are temporary and infrequent as opposed to sales from commercial businesses. Exempting single-family open house real estate signs will not lead to a proliferation of unsightly signs because they will be used only during very limited times when there is an open house, will be removed at the end of each day of use, and once a home is sold will no longer be used; and

WHEREAS, exempting off-site open house real estate signs is necessary to allow homeowners to efficiently advertise and sell their properties as quickly as possible and to assist potential buyers in finding available homes within our community; and

WHEREAS, on October 19, 2018, the City of Reedley, pursuant to Reedley Municipal Code, §10-22-2, Initiation, initiated Text Amendment Application No. 2018-2; and

WHEREAS, Text Amendment Application No. 2018-2 proposes to amend the text of the Reedley Municipal Code pertaining to the exemption of temporary real estate signing for single-family locations; and

WHEREAS, Text Amendment Application No. 2018-2 is proposing to amend Chapter 14 of Title 10, which pertains to signs and outdoor advertising; and

WHEREAS, the proposed Municipal Code amendment is permissive, procedural in nature, and will not add any development standards or restrictions pertaining to signage beyond those already in place; and

WHEREAS, on November 8, 2018 the Planning Commission held a public meeting and received a staff report, staff presentation and accepted public comments.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference; and
2. On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed General Plan 2030 Update (GPA No. 2012-02) pursuant to the California Environmental Quality Act.
3. The City as the lead agency, has determined that Text Amendment No. 2018-2 (Ordinance No. 2018-008) would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Text Amendment Application No. 2018-2 (Ordinance No. 2018-008) pursuant to Section 15162 and Sections 15168(c)(2).
4. No new environmental document is required for this Project.
3. The preparation and adoption of the Text Amendment Application No. 2018-2 is consistent with Reedley General Plan Update 2030 and State law; and
4. The Planning Commission hereby recommends to the City Council of the City of Reedley approval of Text Amendment Application No. 2018-2 (Ordinance No. 2018-008); and
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved and adopted at a special meeting of the Reedley Planning Commission, in the City of Reedley, held on the 8th day of November, 2018, by the following vote:

AYES: Barcellos, Custodio, Hudson, Perez.

NOES: None.

ABSTAIN: None.

ABSENT: None.


Pete Perez, Chair
City of Reedley Planning Commission

ATTEST:


Rob Terry, Secretary

Reedley City Council

December 11, 2018



ITEM NO. 18

**CONSIDERATION OF ORDINANCE 2018-008 (TEXT
AMENDMENT APPLICATION NO. 2018-2),
PERTAINING TO EXEMPTING OFF-SITE TEMPORARY
REAL-ESTATE SIGNAGE FOR SINGLE-FAMILY
LOCATIONS**

Project Summary



- Provide for the allowance of temporary real-estate signage provisions within the Municipal Code
 - Lack of language provides challenges for both real-estate professionals and code enforcement
- Temporary signs within the proposed amendment consist of off-site “open house” and “for sale” signs for exiting residences only (i.e., not new development)
- Provision would be city-wide
- City staff worked with local real-estate professionals to establish the criteria

Proposed Additional Text



10-14-10

- I. **Real Estate Signage:** It is the intent of the city council, for purposes of promoting the local economy, tourism, and for further purposes of beautifying the city, to adopt standards regarding murals, their location and design.
1. **For sale or lease:** On-site or structure signs not exceeding four (4) square feet for single-family or duplexes and sixteen (16) square feet for multifamily, business, and industrial sites of up to two (2) acres in area, thirty-two (32) square feet total sign area for multifamily, business, and industrial sites of two (2) acres or larger, and one in number per street frontage

Proposed Additional Text (cont.)



2. Open house: On site. On-site or structure signs, between the hours of 10:00 a.m. and 7:00 p.m. daily, not exceeding four (4) square feet per sign and one in number per site or structure; and
3. Open house: Off-site residential. Open house signs for single-family, including duplexes, between the hours of 10:00 a.m. and 7:00 p.m. daily, not exceeding four (4) square feet per sign and one in number in the neighborhood of sales; not to be located in any center median of a public road or in a sidewalk right-of-way; and directional arrows with addresses not exceeding six (6) in number in the neighborhood of sales. In adopting this exemption for off-site residential open house signs, the Council finds as follows:

Proposed Additional Text (cont.)



- a. The City has a compelling interest to exempt certain signs to further the purpose and objectives of this chapter and to allow for the use of signs with minimal aesthetic impact because of their size and temporary nature.
- b. The single-family residential real estate industry is distinct from other industries in that there are generally no storefronts available for advertising and most homes are not located adjacent to heavily traveled streets. This makes off-site signs that advertise available homes necessary for potential buyers to find them.
- c. Real estate signs do not advertise goods or services, but actual locations. Directing potential buyers to an available home is necessary to facilitate real estate transactions as potential buyers must be able to find and view the available homes.
- d. Single-family real estate sales are temporary and infrequent as opposed to sales from commercial businesses. Exempting single-family open house real estate signs will not lead to a proliferation of unsightly signs because they will be used only during very limited times when there is an open house, will be removed at the end of each day of use, and once a home is sold will no longer be used.
- e. Exempting off-site open house real estate signs is necessary to allow homeowners to efficiently advertise and sell their properties as quickly as possible and to assist potential buyers in finding available homes within our community.

Graphic Representations



Typical sign dimensions =
24" X 20"

Graphic Representations



Typical sign dimensions =
24" X 12"

Environmental Review

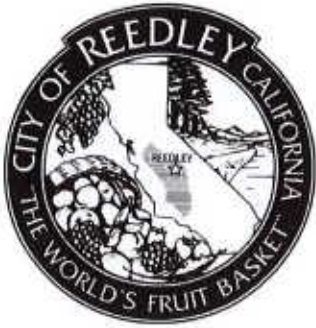


- **Environmental Assessment No. 2018-15 determined:**
 - No new environmental document is required for this Project, as the application would have no effects that were not examined in the City of Reedley General Plan Program EIR (SCH No. 2010031106).

RECOMMENDATION



- Staff recommends that the City Council take the following actions:
 - a) Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2018-008, an Ordinance of the City Council of the City of Reedley amending Title 10, Chapter 14, adding Article I to incorporate allowed placement of temporary real-estate signage
 - b) Receive Environmental Assessment No. 2018-15, a finding that no new environmental document is required for this project, dated November 1, 2018



REEDLEY CITY COUNCIL

- ☐ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☒ Public Hearing

ITEM NO: 19

DATE: December 11, 2018

TITLE: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2018-008, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING TITLE 8, CHAPTER 1 ARTICLE 3; AND TITLE 8, CHAPTER 2, ARTICLE 2, PERTAINING TO MANDATORY SEWER AND WATER CONNECTIONS

BY: Rob Terry, Director *RT*
Community Development Department

APPROVED: Nicole R. Zieba, City Manager *NZ*

RECOMMENDATION

Staff recommends that the City Council of the City of Reedley take the following actions:

1. Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2018-009, an Ordinance of the City Council of the City of Reedley amending Title 8, Chapter 1, Article 3; and Title 8, Chapter 2, Article 2, which pertain to mandatory sewer and water connections
2. Receive Environmental Assessment No. 2018-16, a finding that no new environmental document is required for this project, dated November 1, 2018

EXECUTIVE SUMMARY

To provide for clarity and consistency between the city service connection requirements, staff is recommending that amendments be made to allow for the continued use of existing infrastructure that is in good working condition and passes health and safety testing appropriately, at the choice of the property owner. Additionally, the timeframes identified to address connections would be made consistent amongst the two services being provided.

Such changes allow for consistency amongst service connection requirements for the various services provided by the city, and provide flexibility for property owners to utilize existing infrastructure in a manner that retains public health and safety standards. The changes would not apply to any new development, which would still be required to connect to city services.

BACKGROUND

Current language within the Reedley Municipal Code requires mandatory connection to the City water system within 3 years of infrastructure becoming available; with "available" defined as "having a water main in an easement or roadway abutting the parcel." Similar conditions apply to connecting to the City sewer system, with 90 days identified as the required timeline for this item.

Required connection to the system is extremely important for all new development. However, often times when existing locations are addressed – most often due to annexation activities – the requirement to connect to services, thereby abandoning well and/or septic systems that are in proper working order, is an extreme financial burden on property owners. To provide for clarity and consistency between the connection requirements, staff is recommending that amendments be made to allow for the continued use of existing infrastructure that is in good working condition and passes health and safety testing appropriately, at the choice of the property owner. Should a well or septic system not test properly or systematically fail, connection to the city's system would then be required at the expense of the property owner. All new development would still be required to connect to the city systems.

Such changes to the municipal code allow for two critical items to be addressed:

1. Consistency amongst service connection requirements for the various services provided by the city
2. Flexibility for property owners to utilize existing infrastructure in a manner that retains public health and safety standards

The most notable adjustment being recommended for water connection is the removal of the three-year connection timeline for water services, which would be replaced with language allowing for continued use with proper certification, while still maintaining the option for a property owner within the city to connect at any time. Should existing infrastructure fail, connection would be required within 90 days of notice. In addition, wells utilized exclusively for irrigation may be retained in perpetuity, when in conformance with health and safety standards.

For sewer service, the most significant adjustment is the addition of language making it clear that existing septic systems may continue operation (including allowance for repairs) if they are not within 100' of a connection; or may continue operating until they fail for areas within 100' of a connection. To provide for consistency, connection would be required within 90 days of notice should a system fail.

To allow for addressing of the issues listed above, proposed is amending Title 8, Chapter 1, Article 3; and Title 8, Chapter 2, Article 2, which pertain to mandatory sewer and water connections.

ENVIRONMENTAL REVIEW

On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed GPU pursuant to the California Environmental Quality Act (CEQA). The EIR provides a comprehensive single programmatic environmental document that will allow the City of Reedley to carry out the proposed project and evaluates direct, indirect, and cumulative impacts of the proposed project, as well as project alternatives in accordance with the provisions set forth in CEQA and the CEQA Guidelines.

According to Environmental Assessment No. 2018-16 (Attachment 3), pursuant to Section 15168(c)(2), the City as the lead agency, has determined that Ordinance No. 2018-009 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Ordinance No. 2018-009. Staff provided a comprehensive analysis and review of the proposed amendments to the Reedley Municipal Code, and determined the results to be within the scope of the project described in the Program EIR.

It has also been determined that no new effect could occur beyond those identified and analyzed in the Program EIR (SCH No. 2010031106), and that no new mitigation measures are required for

this project beyond those set forth in the program EIR (SCH No. 2010031106), pursuant to Section 15168(c)(2). Therefore, no new environmental document is required for this Project.

PLANNING COMMISSION

The Planning Commission received a staff report and presentation relating to Text Amendment Application No. 2018-3 (Ordinance No. 2018-009), and related environmental assessment 2018-16, at their regularly scheduled meeting of November 8, 2018. They opened the meeting to receive comments from the public regarding the item, and received no comments. Via Planning Commission Resolution 2018-14, the Planning Commission unanimously recommends that the City Council accept Environmental Assessment 2018-16, and introduce Ordinance 2018-009 for adoption.

ATTACHMENTS

1. Ordinance No. 2018-009, an Ordinance of the City Council of the City of Reedley Amending Title 8, Chapter 1, Article 3; and Title 8, Chapter 2, Article 2, which pertain to mandatory sewer and water connections
2. Initiation of Text Amendment 2018-3
3. City of Reedley, Environmental Assessment No. 2018-16, Environmental Finding of No Possibility of Significant Effect, dated November 1, 2018
4. Reedley Planning Commission Resolution No. 2018-14

ORDINANCE NO. 2018-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REEDLEY AMENDING TITLE 8, CHAPTER 1, ARTICLE 3; AND TITLE 8, CHAPTER 2, ARTICLE 2 PERTAINING TO MANDATORY SEWER AND WATER CONNECTIONS UPON AVAILABILITY

The City Council of the City of Reedley does hereby ordain as follows:

SECTION 1: Title 8, Chapter 1, Article 3, of the Reedley Municipal Code is amended to read as follows:

8-1-3: MANDATORY CONNECTION REQUIRED

- A. Connection To System: Every building permit issued either for the construction of a new building or for remodeling of an existing building, if the remodeling cost is twenty five percent (25%) or more of the current assessed valuation, shall require the building to be connected to the city water system. If the parcel being built on does not have water service, the building permit shall require the extension of a water main across the entire frontage of the property being improved and the installation of water service to serve the parcel. The person applying for the building permit shall install the water main and water service, or shall cause it to be installed, to the satisfaction of the city engineer.
- B. Required Connection: All buildings currently served by a well or other private systems, situated within the city, which have water mains available shall connect to the city water system within ninety (90) days after date of official notice to do so if one or more of the following applies:
1. The current well or private system servicing the building(s) has systemically failed
 2. The current well or private system servicing the building(s) does not test in conformance with required health and safety standards, as determined by the director of public works and/or the appropriate county or state health official

Connections to the city water system are all at the expense of the owner of said property. At any time, a property owner may elect to establish a city water system connection in accordance with section 8-1-7 of this title. At the time of connection, no well or private system connection may continue to serve the living areas or building(s) on-site. However, an existing well or private system may still be utilized for the purposes of agricultural irrigation alone, in accordance with section 8-1-9 of this title, barring that such system tests in conformance with required health and safety standards, as determined by the director of public works and/or the appropriate county or state health official.

For purposes of this subsection, "available" shall mean having a water main in an easement or roadway abutting the parcel.

- C. Relief From Water Service Connection Requirements: When the city council determines that special circumstances make connection to the city water system an unreasonable hardship on a property owner, the city council may, by resolution, suspend the

requirement to connect to the city water system for a specific time or for the time the special circumstances exist.

SECTION 2: Title 8, Chapter 2, Article 2, of the Reedley Municipal Code is amended to read as follows:

8-2-2: USE OF PUBLIC SEWERS REQUIRED

- A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage, or other objectionable waste.
- B. It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of said city, any sewage or other polluted water, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
- D. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city, and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sewer of the city, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred feet (100') of the property line.
- E. Septic tank systems which are in existence on the effective date of this chapter, either situated within the city, are subject to the following:

For properties not within one hundred feet (100') of a public sewer, connection to public sewer will not be required if the septic tank system is operating in a manner satisfactory to the city health department and director of public works. In the event of failure of said system, permits may be issued for replacement of said system or for remedial work thereon. At any time, a property owner may elect to establish a city sewer connection in accordance with section 8-2-4 of this title.

For properties within one hundred feet (100') of a public sewer, connection to the public sewer will not be required if the septic tank system is operating in a manner satisfactory to the city health department and director of public works. In the event of failure of said system or the public health, welfare and safety require the abandonment of said septic tank system, no permit shall be issued for replacement of said system or for remedial work thereon. In event of such system failure or requirement for abandonment, the property on which said septic tank system is located, shall be connected to the public sewer within ninety (90) days after date of official notice to do so in accordance with the provisions of this section, and the private sewage disposal system cleaned of sludge and filled with sand, gravel or dirt, all at the expense of the owner of said property.

SECTION 5: Publication: The City Clerk is hereby directed to cause a summary of this ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5) days prior to adoption and again within fifteen (15) days after its adoption.

SECTION 6: Codification: The City Clerk is further directed to cause this ordinance to be codified after its adoption.

SECTION 7: This ordinance shall take effect and be in full force thirty (30) days from and after its adoption.

I hereby certify that the foregoing Ordinance No. 2018-009 was introduced and given first reading at a regular meeting of the City Council of the City of Reedley held on December 11, 2019, and was thereafter duly adopted at a regular meeting of said City Council held on January 8, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, City of Reedley

ATTEST:

Sylvia Plata, City Clerk
City of Reedley



City of Reedley

Community Development Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
FAX 637-2139

TO: Nicole R. Zieba, City Manager

FROM: Rob Terry
Community Development Director

DATE: October 19, 2018

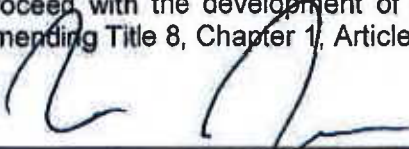
SUBJECT: INITIATION OF AN AMENDMENT TO THE TEXT OF THE REEDLEY MUNICIPAL CODE AMENDING TITLE 8, CHAPTER 1, ARTICLE 3; AND CHAPTER 2, ARTICLES 2D AND 2E PERTAINING TO MANDATORY CONNECTION TO CITY WATER AND SEWER SERVICES

Implementation of the Reedley 2030 General Plan assumes annexation activities. Often times, areas identified for annexation include existing residential and/or commercial structures that utilize water-wells and septic systems. At current, the City maintains requirements that such properties connect to City water and sewer services within a fixed time following availability of such services to their site. Such a requirement does not respect the condition of the existing systems in regards to health and safety or operational life. In addition, the costs associated with connection are significant, and are the responsibility of the individual property owner. To ensure acknowledgement of health and safety, as well as the monetary impact on individual property owners, the City seeks to remove the arbitrary timing connection requirement, and augment the language to allow for continued use of existing infrastructure until such time the system(s) fail, or testing shows a danger to health and safety.

Proposed is amending Title 8, Chapter 1, Article 3; and Chapter 2, Articles 2D and 2E pertaining to mandatory connection to city water and sewer services.

Staff recommends that pursuant to Reedley Municipal Code, §10-22-2, Initiation, the City Manager may initiate the proposed text amendment to the Reedley Municipal Code.

I, Nicole Zieba, City Manager, authorize the City of Reedley Community Development Department to proceed with the development of a text amendment to the Reedley Municipal Code pertaining to amending Title 8, Chapter 1, Article 3; and Chapter 2, Articles 2D and 2E, as stated above.



Nicole R. Zieba, City Manager



Date



City of Reedley

Community Development Department
1733 Ninth Street
Reedley, CA 93654
(559) 637-4200
FAX 637-2139

TO: Rob Terry, Director
Community Development Department

FROM: Ellen Moore, Associate Planner
Community Development Department

DATE: November 1, 2018

SUBJECT: ENVIRONMENTAL ASSESSMENT NO. 2018-16: TEXT AMENDMENT APPLICATION
NO. 2018-3 (ORDINANCE NO. 2018-009)

The Community Development Department is proposing to amend Title 8, Chapter 1 Article 3; and Chapter 2 Article 2 pertaining to mandatory connection to city water and sewer services upon availability of such services.

The intent of this proposed ordinance is to continue responsive measures to address community feedback regarding zoning regulations.

On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which has been prepared for the proposed GPU pursuant to the California Environmental Quality Act (CEQA). The EIR provides a comprehensive single programmatic environmental document that will allow the City of Reedley to carry out the proposed project and evaluates direct, indirect, and cumulative impacts of the proposed project, as well as project alternatives in accordance with the provisions set forth in CEQA and the CEQA Guidelines.

Pursuant to Section 15168(c)(2), the City as the lead agency, has determined that Ordinance No. 2018-009 would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Ordinance No. 2018-009. Staff provided a comprehensive analysis and review of the proposed amendments to the Reedley Municipal Code, and determined the results to be within the scope of the project described in the program EIR.

It has also been determined that no new effect could occur beyond those identified and analyzed in the Program EIR (SCH No. 2010031106), and that no new mitigation measures are required for this project beyond those set forth in the program EIR (SCH No. 2010031106), pursuant to Section 15168(c)(2). Therefore, no new environmental document is required for this Project.

RESOLUTION NO. 2018-14

**A RESOLUTION OF THE CITY OF REEDLEY PLANNING COMMISSION,
RECOMMENDING THE CITY COUNCIL OF THE CITY OF REEDLEY APPROVE TEXT
AMENDMENT APPLICATION NO. 2018-3 (ORDINANCE NO. 2018-009), AMENDING
AMENDING TITLE 8, CHAPTER 1, ARTICLE 3; AND TITLE 8, CHAPTER 2, ARTICLE 2
PERTAINING TO MANDATORY SEWER AND WATER CONNECTIONS UPON AVAILABILITY**

WHEREAS, the City of Reedley has an interest and responsibility in ensuring the city's water delivery and sewer systems are appropriately maintained and expanded in accordance with applicable health and safety regulations; and

WHEREAS, the City of Reedley wishes to provide for clarity and uniformity within its Municipal Code pertaining to the connection of city water and sewer services; and

WHEREAS, the City of Reedley wishes to ensure residents have access to clean and sanitary services, through the city's infrastructure; and

WHEREAS, the City of Reedley desires to allow property owners to maintain the use of existing infrastructure operating in manners that protect health and safety; and

WHEREAS, on October 19, 2018, the City of Reedley, pursuant to Reedley Municipal Code, §10-22-2, Initiation, initiated Text Amendment Application No. 2018-3; and

WHEREAS, Text Amendment Application No. 2018-3 proposes to amend the text of the Reedley Municipal Code pertaining to required connections for both city sewer and water systems; and

WHEREAS, Text Amendment Application No. 2018-3 is proposing to amend Title 8, Chapter 1, Article 3; and Title 8, Chapter 2, Article 2, which pertain to mandatory sewer and water connections; and

WHEREAS, the proposed Municipal Code amendment is permissive, procedural in nature, and will not add any development standards or restrictions pertaining to signage beyond those already in place; and

WHEREAS, on November 8, 2018 the Planning Commission held a public meeting and received a staff report, staff presentation and accepted public comments.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference; and
2. On February 25, 2014, the City Council certified the Final Environmental Impact Report (SCH No. 2010031106), which was prepared for the proposed General Plan

2030 Update (GPA No. 2012-02) pursuant to the California Environmental Quality Act.

3. The City as the lead agency, has determined that Text Amendment No. 2018-3 (Ordinance No. 2018-009) would have no effects that were not examined in the program EIR and that no new effects could occur or no new mitigation measures would be required as a result of the implementation of Text Amendment Application No. 2018-3 (Ordinance No. 2018-009) pursuant to Section 15162 and Sections 15168(c)(2).
4. No new environmental document is required for this Project.
3. The preparation and adoption of the Text Amendment Application No. 2018-3 is consistent with Reedley General Plan Update 2030 and State law; and
4. The Planning Commission hereby recommends to the City Council of the City of Reedley approval of Text Amendment Application No. 2018-3 (Ordinance No. 2018-009); and
5. This resolution is effective upon adoption.


This foregoing resolution is hereby approved and adopted at a special meeting of the Reedley Planning Commission, in the City of Reedley, held on the 8th day of November, 2018, by the following vote:

AYES: Custodio, Hudson, Barcellos, Perez.

NOES: None.


ABSTAIN: None.

ABSENT: None.



Pete Perez, Chair
City of Reedley Planning Commission

ATTEST:



Rob Terry, Secretary

Reedley City Council

December 11, 2018



ITEM NO. 19

**CONSIDERATION OF ORDINANCE 2018-009 (TEXT
AMENDMENT APPLICATION NO. 2018-3),
PERTAINING TO MANDATORY SEWER AND WATER
CONNECTIONS**

Project Summary



- Provide for the allowance of continued use of existing water and sewer infrastructure that is in good working condition and passes health and safety testing appropriately
 - Applies to water and sewer infrastructure for existing facilities only, within the city limits (including annexed properties)
 - Provides usage and timeline consistency for both services
 - Allows flexibility for connection to available services at times most convenient or needed by property owners
 - Maintains City's interest in health and safety oversight
- Permanent system failure or non-certification of any system will result in required connection (*dependent on service availability*)

Proposed Amendment Details - Water



- Removes three-year connection requirement
- All connection costs remain the responsibility of the property owner
- Connection optional if/when:
 - Service is not available in an easement or roadway abutting the property
 - Current private system is operational and meets health and safety standards as determined by the PW Director, County or State official
- Connection required within 90 days of notice if/when:
 - Remodel/addition building costs exceed 25% of current appraised value
 - System fails or does not meet health and safety standards
- If property connects to city service, retention of wells will still be allowed exclusively for ag irrigation use only

Proposed Amendment Details - Water



- All connection costs remain the responsibility of the property owner
- Separates regulations for within/not within 100' of sewer service
- For properties NOT within 100' of a public sewer main:
 - Connection not required if septic system is in proper operating form
 - Permits may be issued for repair or replacement of said system, if needed
- For properties within 100' of a public sewer main:
 - Connection not required if septic system is in proper operating form
 - Permits may NOT be issued for any repair or replacement of said system
 - Connection to city system required within 90 days following notice of system failure (due to system failure or non-certification)
- If property connects to city service, system must be abandoned, cleaned and backfilled in accordance with current regulations

Environmental Review



- **Environmental Assessment No. 2018-15 determined:**
 - No new environmental document is required for this Project, as the application would have no effects that were not examined in the City of Reedley General Plan Program EIR (SCH No. 2010031106).

RECOMMENDATION



- **Staff recommends that the City Council take the following actions:**
 - a) **Hold a Public Hearing on the Introduction and First Reading of Ordinance No. 2018-009, an Ordinance of the City Council of the City of Reedley amending Title 8, Chapter 1, Article 3; and Title 8, Chapter 2, Article 2, which pertain to mandatory sewer and water connections**
 - b) **Receive Environmental Assessment No. 2018-16, a finding that no new environmental document is required for this project, dated November 1, 2018**




REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 20

DATE: December 11, 2018

TITLE: ADOPT RESOLUTION NO. 2018-100 OF THE COUNCIL OF THE CITY OF REEDLEY AUTHORIZING THE CITY TO USE THE PROVISIONS OF STREETS & HIGHWAYS CODE SECTIONS 5870 ET SEQ. FOR THE CONSTRUCTION OF SIDEWALKS, GUTTERS, PAVEMENT, DRIVEWAYS AND CURBS AND THE INSTALLATION OF STORM, SANITARY SEWER AND WATER CONNECTIONS AND THE FINANCING OF SAID CONSTRUCTION AND REPAYMENT THEREOF

SUBMITTED: Paul A. Melikian, Assistant City Manager 

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

It is recommended that the City Council adopt resolution no. 2018-100 authorizing the City to provide for: 1) the construction of certain improvements and/or utility connections; 2) the financing of the costs of construction; and 3) the repayment to the City of said costs, pursuant to Article 1 of chapter 27 of Part 3 of Division 7 of the Streets and Highways Code Sections 5870 et seq.

EXECUTIVE SUMMARY

From time to time, property owners of improved property within the City of Reedley desire to, or are compelled, to connect to the City's water and/or wastewater systems. Currently, the City has no mechanism or process in place to provide economic assistance to property owners in the form of a loan from eligible and appropriate City funds. Circumstances may exist where financial conditions make it unlikely or prohibitive that property owners can pay in full or obtain private financing for construction costs; which may delay construction of necessary improvements and/or connecting to City water and/or wastewater systems.

The California Streets & Highways Code allows for the municipality to construct and finance utility connections and other improvements, and to place the repayment of the costs as a lien on the subject property, with repayment in the form of an annual assessment on the property tax roll. Staff believes that it is in the best interest of the City and its residents for public health and safety reasons, as well as financial reasons, to encourage property owners to construct said improvements and/or connect to utility systems at the earliest possible time.

Although the primary focus of this program was to provide a means for property owners to request economic assistance for water and/or wastewater connections, the Streets and Highways code sections referenced above also allow for the financing of other improvements such as the construction of sidewalks, gutters, pavement, driveways and curbs. Although scenarios that involve construction of these improvements are rare, staff believes that it would be prudent to include all allowable elements covered

by the statute so that the program could be flexible if needed and meet the needs of the City for years to come.

BACKGROUND

The attached resolution would authorize the City Manager to create and maintain the policies and procedures necessary for the construction, financing, and repayment of costs, under appropriate circumstances, of the connection of existing improved properties within the City of Reedley to the City's water and/or wastewater systems, and/or the construction of sidewalks, gutters, pavement, driveways and curbs on existing improved properties within the City of Reedley.

Property owners who are compelled or are willing to construct such improvements and/or connect to the City's water and/or wastewater systems, and who qualify as being in need of economic assistance, in the form of a loan, would be able to request financing, provided that the owners execute an agreement with the City of Reedley, which, at a minimum, includes the following:

- Consent to the City's installation at City's costs, of the needed connection(s) and/or improvements;
- Consent to the owner being responsible for repayment of costs of construction, including interest and administrative costs;
- A request that said construction be done under the provisions of Streets and Highways Code Sections 5870 et seq.;
- A request that the costs be placed as a lien on the subject property and also be collected by placement of installment portions on the County property tax roll;
- A request that the City Council allow the assessment to be paid in annual installments;
- A waiver of the right to protest the placement of the costs on the property tax roll; and
- Agreement to pay interest on the unpaid principal balance at a percentage rate established, from time to time, by the City Council.

City staff would at all times be responsible for identifying the required scope of work to be performed, the performance of the work, and for the processing of final costs to be placed as a lien upon the subject property. In addition staff would place the repayment installments on the County property tax roll in conformance with the provisions of Streets and Highway Code Sections et seq.

FISCAL IMPACT

The attached enabling resolution directs City staff to confirm availability of appropriate and eligible City funds prior to approval of any financing application, and to deny any application should sufficient funds not be available. Typical factors that City staff would consider before approving any request for financing would be: the eligibility of the funding source; working capital requirements; reserve status; and significant planned operating/capital outlays that would impact available fund balance.

The average construction cost of a typical wastewater (sewer) connection is \$4,000-5,000, and a water connection could be slightly less, depending upon the circumstances. As long as the respective enterprise fund was in good health as exhibited by satisfying the metrics identified above, it is feasible that the City could provide financing to a minimal number of property owners at any given time.

The maximum length of term of financing under this program would be five years and the interest rate to be charged for the financing would be seven percent (7.00%) per annum until such time as the Council may elect, by resolution, to change these terms.

ATTACHMENTS

Resolution 2018-100

Draft Property Owner Financing Agreement

RESOLUTION NO. 2018-100

**A RESOLUTION OF THE COUNCIL OF THE CITY OF REEDLEY
AUTHORIZING THE CITY TO USE THE PROVISIONS OF STREETS &
HIGHWAYS CODE SECTIONS 5870 ET SEQ. FOR THE CONSTRUCTION OF
SIDEWALKS, GUTTERS, PAVEMENT, DRIVEWAYS AND CURBS AND THE
INSTALLATION OF STORM, SANITARY SEWER AND WATER
CONNECTIONS AND THE FINANCING OF SAID CONSTRUCTION AND
REPAYMENT THEREOF**

WHEREAS, property owners of improved property within the City of Reedley desire, from time to time, to connect to the City's water and/or wastewater systems; and

WHEREAS, property owners of improved property within the City of Reedley desire, from time to time, to construct sidewalks, gutters, pavement, driveways and curbs on said property; and

WHEREAS, circumstances may exist where financial conditions make it unlikely or prohibitive that such property owners can pay in full or obtain private financing for said costs and, therefore, delay construction of said improvements and/or connecting to said City systems; and

WHEREAS, it is in the best interest of the City and its residents for public health and safety reasons, as well as financial reasons, to encourage such property owners to construct said improvements and/or connect to said utility systems at the earliest possible time; and

WHEREAS, the City of Reedley, has the inherent authority, in the public interest of its citizens and taxpayers, to provide financial assistance to such property owners to assist in the earlier construction of said improvements and/or connection of such properties to the City's utility systems; and

WHEREAS, the City of Reedley may elect to provide for the construction of said improvements and/or utility connections, the financing of the costs of said construction and the repayment to the City of said costs, pursuant to Article 1 of chapter 27 of Part 3 of Division 7 of the Streets and Highways Code Sections 5870 et seq; and

WHEREAS, the City has found and determined that it will be in the best interest of the citizens and the health and safety of the City, to authorize the establishment of policies and procedures for the financing, under certain circumstances, of the connection of existing developed properties to the City's water and/or wastewater systems and/or the construction of said improvements, and the repayment of said costs to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REEDLEY AS FOLLOWS:

1. The City does hereby adopt the provisions of Streets and Highways Code Section 5870 et seq. and does further direct that the policies and procedures set forth in Paragraph 2 below be consistent with said Sections of the Streets and Highways Code.

2. The City Manager is hereby authorized to create and maintain the policies and procedures necessary for the construction, financing, and repayment of costs, under appropriate circumstances, of the connection of existing improved properties within the City of Reedley to the City's water and/or wastewater systems, and/or the construction of sidewalks, gutters, pavement, driveways and curbs on existing improved properties within the City of Reedley.
3. Such property owners who are willing to construct such improvements and/or connect to the City's water and/or wastewater systems and who qualify as being in need of economic assistance, in the form of a loan, to cover the costs of said construction and/or connection, shall be entitled to request financing from appropriate and eligible City funds for such construction and/or connections, provided that said owners execute an agreement with the City of Reedley, in a form approved by staff and the City Attorney, which, at a minimum, includes the following:
 - A. Consent to the City's installation at City's costs, of the needed connection(s) and/or improvements;
 - B. Consent to the owner being responsible for repayment of said costs of construction, including interest and administrative costs;
 - C. A request that said construction be done under the provisions of Streets and Highways Code Sections 5870 et seq.;
 - D. A request that the cost thereof be placed as a lien on the subject real property and also be collected by placement of installment portions on the real property tax rolls;
 - E. A request that the City Council allow the assessment to be paid in annual installments;
 - F. A waiver of the right to protest the placement of the costs on the real property tax roll; and
 - G. Agreement to pay interest on the unpaid principal balance at a percentage rate established, from time to time, by the City Council.
4. City staff is herewith authorized and directed to establish procedures for the identification of work to be performed, for the performance of said work and for the processing of same to be placed as a lien upon the subject real property and to be placed, in installments, on the real property tax rolls, all in conformance with the provisions of Streets and Highway Code Sections et seq.
5. City staff is directed to confirm availability of appropriate and eligible City funds prior to approval of any financing application, and to deny any application should sufficient funds not be available.
6. The maximum length of term of financing under this program shall be five years and the interest rate to be charged for said financing shall be seven percent (7.00%) per annum until such time as the Council may elect, by resolution, to change said terms.
7. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution No. 2018-100 was passed and adopted by the Reedley City Council on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Sylvia Plata, City Clerk

**AGREEMENT FOR CITY OF REEDLEY TO CONSTRUCT AND FINANCE
UTILITY CONNECTIONS AND/OR SIDEWALK, CURB, GUTTER AND
DRIVEWAY CONSTRUCTION, AND PLACE COSTS THEREOF ON
PROPERTY TAX ROLL INSTALLMENTS**

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the CITY OF REEDLEY, of the State of California (hereinafter referred to as "City") and _____, (hereinafter referred to as "Owner"), as follows:

WHEREAS, pursuant to Streets and Highways Code Sections 5871 et. seq., City may provide for the construction of sidewalks, curbs, gutters and driveways, as well as storm and sanitary sewer connection facilities and water connection facilities, and the public financing of said costs of construction; and

WHEREAS, by Resolution No. 2018-100, dated December 11, 2018, the City Council of the City of Reedley has determined that it is in the public interest and benefit to utilize said provisions of the Streets and Highways Code to assist private property owners in the construction and financing of said types of improvements and allow the repayment in installments by placing the annual payments on the property tax rolls; and

WHEREAS, Owner has made application to City requesting that City construct certain specified improvements and finance the costs thereof, to be repaid by Owner over a period of time, together with interest, and

WHEREAS, City has determined that Owner qualifies for participation in said program; and

WHEREAS, City has determined that said improvements will be of benefit to the health, safety and welfare of its residents; and

WHEREAS, Owner and City have on [Date of Preliminary Agreement] previously entered into a Preliminary Agreement for the construction and financing of said types of improvements.

NOW THEREFORE, BE IT AGREED, as follows:

1. It is expressly understood and agreed by and between the parties that this Agreement replaces and supersedes a Preliminary Agreement between the parties dated _____. Pursuant to said Preliminary Agreement, City has constructed and installed certain improvements identified in Exhibit "A" attached hereto and incorporated herein by this reference, on and over Owner's real property located at _____, City of Reedley, California.
2. It is herewith agreed that the actual cost of construction of said improvements is \$ _____ as more specifically set forth in said Exhibit "A".
3. City does further impose and Owner does further agree to pay a charge for the costs of administration associated with the construction, financing and placing of the annual installments on the real property tax roll. Said administrative charge is fixed in the amount of _____% of the cost of construction, plus the costs charged by Fresno County to place the installments on the roll and record and release lien notices, which totals \$ _____.

4. Owner specifically requests the City Council authorize the payment of said charges in annual installments and that said annual installments be placed upon the County property tax rolls as a tax charge and lien against the subject real property.
5. Owner agrees to repay City for said actual costs of construction of said improvements together with interest at 7.0% per annum, plus said administrative charge in one (1) equal annual installment, calculated to be \$ _____ per year.
6. The parties do further agree that these annual payments of principal and interest, together with administrative charges, shall be placed on the real property tax rolls of the County of Fresno and that said annual charge shall constitute a lien against the real property identified hereinabove. Said lien shall remain on the property until satisfied. The annual charge will be billed to Owner by the County of Fresno as part of the annual real property tax bill for said real property. The County of Fresno will also charge and collect a \$ _____ per year administrative fee which will be included in the annual tax roll charge.
7. That Owner does specifically acknowledge that he/she/it has a right to protest the placement of these costs on the tax roll, and that by entering into this Agreement, said Owner does specifically waive said right and entitlement thereto.
8. In the event that it becomes necessary to undertake legal proceedings to enforce any provision of this Agreement, the prevailing party shall be entitled to recover against the other party its costs, including reasonable attorneys' fees as determined by the court.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY

BY: _____

ATTEST:

OWNER

BY: _____

City Clerk of the City of Reedley



REEDLEY CITY COUNCIL

- ☐ Consent
- ☒ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

DATE: December 11, 2018

ITEM NO: 21

TITLE: ADOPT RESOLUTION NO. 2018-091 OF THE CITY COUNCIL OF THE CITY OF REEDLEY ESTABLISHING AN EXPENSE REIMBURSEMENT AND TRAVEL/CONFERENCE POLICY FOR ELECTED AND APPOINTED LEGISLATIVE BODY OFFICIALS

SUBMITTED: Paul A. Melikian, Assistant City Manager

APPROVED: Nicole R. Zieba, City Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 2018-091 establishing an Expense Reimbursement and Travel/Conference Policy for Elected and Appointed Legislative Body Officials in accordance with State statute.

EXECUTIVE SUMMARY

Recent allegations of misappropriation of public funds by officials in other California cities have prompted staff to audit the City's processes relating to travel and expense reimbursements. Overall, the City has a robust and transparent process that supports the proper use of tax and ratepayer funds. It is in the best interests of the City that elected and appointed officials remain informed and trained in activities, developments and professional trends affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens.

Although the City currently has a comprehensive Travel and Conference Policy within its Personnel Policies & Procedures, the policy is written specifically for employees and lacks certain features that are unique to legislative officials. To ensure compliance with State law, specifically AB 1234, effective January 1, 2006, which made changes to the reimbursement requirements for elected and appointed legislative body officials, staff is recommending that the City Council adopt the attached policy. The policy would apply to City Councilmembers and all appointed legislative body officials including Planning Commissioners, and other volunteer members of City boards, commissions, and committees.

The attached policy states that public resources should only be used when there is a substantial benefit to the City, which includes:

- The opportunity to discuss the community's concerns with state and federal officials;
- Participating in regional, state and national organizations whose activities affect the City;
- Attending educational seminars designed to improve officials' skill and information levels; and
- Promoting public service and morale by recognizing such service.

The Policy is designed to provide guidance to elected and appointed legislative body officials on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured, all in compliance with the requirements of AB 1234 (Government Code §§ 53232.2, 53233.3). After being sworn in, any elected or appointed legislative official of the City would be required to sign a statement formally acknowledging receipt and acceptance of the policy.

BACKGROUND

On May 22, 2018, the City Council approved a comprehensive Travel and Conference Policy applicable to all City officers and employees. The proposed policy is similar to this one, except for certain features unique to legislative officials and to ensure compliance with State law.

FISCAL IMPACT

There is no fiscal impact of establishing this policy, which serves to strengthen financial accountability and transparency to Reedley tax and ratepayers.

ATTACHMENTS

Resolution 2018-091

RESOLUTION NO. 2018-091

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY
ADOPTING AN EXPENSE REIMBURSEMENT AND TRAVEL/CONFERENCE
POLICY FOR ELECTED AND APPOINTED LEGISLATIVE BODY OFFICIALS**

WHEREAS, the City Council finds that it is in the best interests of the City that elected and appointed officials remain informed and trained in activities, developments and professional trends affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens; and

WHEREAS, appointed legislative body officials include Planning Commissioners, and other volunteer members of boards, commissions, and committees; and

WHEREAS, AB 1234, effective January 1, 2006, made changes to the reimbursement requirements for elected and appointed legislative body officials; and

WHEREAS, the City Council has previously approved a comprehensive Travel and Conference Policy applicable to all City officers and employees, providing transparency and clarity for expense reimbursement; and

WHEREAS, the City Council also desires to be completely transparent in issues regarding elected and legislative official travel, conference, and related expense reimbursement, and abide by all requirements under AB 1234; and

WHEREAS, the City of Reedley takes its stewardship over the use of its limited public resources seriously; and

WHEREAS, public resources should only be used when there is a substantial benefit to the City; and

WHEREAS, such benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participating in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars designed to improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service; and

WHEREAS, legislative and other regional, state and federal agency business is frequently conducted offsite, requiring travel, and often involves sharing a meal with regional, state and/or federal officials, which is a commonly-accepted business practice and provides opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and

WHEREAS, the attached Policy is designed to provide guidance to elected and appointed legislative body officials on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured, all in compliance with the requirements of AB 1234 (Government Code §§ 53232.2, 53233.3).

NOW, THEREFORE, the City Council of the City of Reedley does resolve as follows:

1. The City of Reedley Expense Reimbursement and Travel/Conference Policy for Legislative Officials, attached as **Exhibit A**, is hereby adopted.
2. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution No. 2018-091 was passed and adopted by the Reedley City Council on the 11th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Anita Betancourt, Mayor

ATTEST:

Sylvia Plata, City Clerk

EXHIBIT A

CITY OF REEDLEY EXPENSE REIMBURSEMENT AND TRAVEL/CONFERENCE POLICY FOR LEGISLATIVE OFFICIALS

This Policy is adopted pursuant to the provisions of Government Code sections 53232.2 and 53233.3 and is applicable to members of the City Council as well as appointed members of City legislative bodies, including members of the Planning Commission and other volunteer members of boards, commissions, and committees.

The Council finds and determines that it is important for its legislative officials to remain informed and trained in issues affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens. The benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participation in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service.

This Policy is designed to promote these endeavors while protecting public resources and fostering public trust in the use of those resources.

Anticipated conferences, conventions and professional meetings shall generally be budgeted for in the current operating budget.

Further, it is the responsibility of the official undertaking the trip to make every effort to attend the entire conference and/or as many sessions as possible.

1. Authorized Expenses

Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

- a. Communicating with representatives of regional, state and national government on City adopted policy positions;
- b. Attending educational seminars designed to improve officials' skill and information levels;
- c. Participating in regional, state and national organizations whose activities affect the City's interests;
- d. Attending City events;
- e. Implementing a City-approved strategy for attracting or retaining businesses to the City,

which will typically involve at least one staff member; and

All other expenditures require prior approval by the City Council.

2. Expenses Not Eligible for Reimbursement

Examples of personal expenses that the City will not reimburse include, but are not limited to:

- a. The personal portion of any trip;
- b. Political or charitable contributions or events;
- c. Generally, family expenses, including partner's expenses, when accompanying official on agency-related business, as well as children, or pet-related expenses are not eligible for reimbursement; however there are, from time to time, meetings or social events where an official's spouse/guest is invited and expected to attend and participate. In those cases, costs associated with the spouse/guest attendance shall be paid for by the City.
- d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- e. Alcohol/personal bar expenses;
- f. Non-mileage personal automobile expenses, including repairs, traffic and/or parking citations, insurance or gasoline; and
- g. Personal losses incurred while on City business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

3. Cash Advance Policy

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Manager at least ten (10) working days prior to the need for the advance with the following information:

- a. The purpose of the expenditure(s);
- b. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
- c. The dates of the expenditure(s).

Any unused advance must be returned to the City within thirty (30) days of the official's return, along with an expense report and receipts documenting how the advance was used.

4. Credit Card Use Policy

The City may issue a credit card to some individual office holders to be used for selected City expenses and business meals. City office holders may use their City issued credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the City credit card and compliance with this Policy must be submitted within thirty (30) days of use. City credit cards may not be used for personal expenses, even if the official subsequently reimburses the City. The sole exception to this Policy is if trip arrangements are made as a convenience for spouse or family members, reimbursement to the City for any advanced expenses should be received by the City prior to the trip.

5. Expense Report Content and Submission Deadlines

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the City. This form shall include the following advisory:

“All expenses reported on this form must comply with the City’s policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the City’s policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability.”

Expense reports must document that the expense in question met the requirements of this Policy. Officials must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Any expenses submitted after 30 days of being incurred will be required to be approved by a majority of the City Council at a regularly scheduled Council meeting. Expenses not approved by the majority of Council shall be borne by the official who incurred the expense.

All expenses are subject to verification that they comply with this Policy.

6. Reports to City Council, Board or Commission

At the next regular City Council or Commission (or other legislative body) meeting, each official shall briefly report on meetings attended at City expense. The report may be oral or written. A form for a written report is attached. If multiple officials attended, a joint report may be made.

Quarterly, elected official and legislative official travel and credit card expense reports shall be provided to the City Council as a Receive, Review, and File item on the Council’s agenda.

7. Compliance with Laws; Violation

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following: (1)

loss of reimbursement privileges, (2) a demand for restitution to the City, (3) reporting the expenses as income to the official for tax purposes, (4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and (5) prosecution for misuse of public resources.

8. Travel Authorization Process

Conference and overnight travel by a Legislative official shall be pre-approved by having the item placed on the City Council Consent Calendar. If time does not permit pre-approval, then the Council shall be asked to ratify the approval at a subsequent Council meeting. Appointed officials of boards, commissions, and committees must be specifically authorized by the City Council to attend educational seminars or other meetings prior to the event in order to seek reimbursement.

9. Personal Vehicle Use

Officials attending City business related meetings by automobile are encouraged to use a City vehicle, if available. Elected Officials using personal vehicles to attend City related conferences and meetings shall receive mileage reimbursement at the prevailing Internal Revenue Service approved rate in effect at the time. Under no circumstances may an official use a City fuel card to purchase fuel for their personal vehicle, even for City business/travel.

10. Memberships

The City Council shall decide which groups to join as an entity, such as the League of California Cities, through City Council action including the budget process. Individual memberships in groups shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

11. Reporting of Expenditures

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board, or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board of committee to which the Official belongs.

The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."

12. Paying for Conference Expenses

All allowed expenses incurred will be paid using a City-issued credit card. Expenses shall include: registration and materials for the classes or conference attended, lodging, meals, incidentals including parking, baggage handling, taxi, etc. Itemized receipts for all expenses incurred are to be submitted upon return from the trip. If a receipt is lost or unavailable, a signed

affidavit will be required for missing documentation. Petty cash reimbursement may be made in circumstances where a credit card may not be accepted (i.e. parking meters, etc.).

13. Qualified Expenditures

It shall be the duty of each official who travels at City expense to do so in a practical and economical manner. NO ALCOHOLIC BEVERAGES ARE TO BE CLAIMED OR WILL BE REIMBURSED BY THE CITY. Qualified Expenditures shall be considered for the following:

Registration	Parking Fees
Lodging	Toll Bridges
Meals	Mileage where appropriate
Tips (not to exceed 20%)	Business phone calls
Bus/Taxi/Rapid Transit & other fares	Home phone calls related to conference/ meeting activity (one phone call/day to residence except in family emergency)

14. Lodging

Lodging arrangements should be practical and economical. As a guide, lodging, as much as possible, should be similar to the currently published Federal Government (IRS)-guidelines: Officials staying at a "Conference" hotel and receiving the discounted conference rate shall be allowed to exceed the State Guidelines but are not exempt from any other items in the travel policy. Whenever possible, lodging will be paid directly to the hotel by the City, either by City credit card or by City check. The use of a personal credit card to pay for lodging is only permissible if it is not feasible for the City to make the payment directly. A personal credit card should be provided to the hotel for personal expenses charged to the room.

A Transient Occupancy Tax waiver (California travel only) should always be requested at the hotel. If it is denied, a notation should be made on the waiver form, which then should be attached to the expense form.

Reimbursement of lodging is limited to the actual cost of a single room. When making arrangements for lodging, the government, group, conference or promotional rates shall be requested. The City will not reimburse the traveler for luxury upgrades (e.g. ocean views, suites, etc.) When lodging at a conference facility is full, lodging at a comparable hotel shall be acceptable.

15. Meals

There are certain occasions where it may be appropriate for an office holder to conduct a business lunch and to pay for the meal of a local, state, or federal official, or a community or business leader. Such meals will be reimbursable and the official may use a City issued credit card for such purposes. All meals shall fall within the guidelines set forth in this Policy for each person to be eligible for reimbursement.

Generally, reimbursement for meals taken in the course of conference, seminar, and such travel shall be made only when travel extends for a minimum of six (6) hours; however there may be an exception made for business meals as described in this section. Meals provided by common

carriers (e.g. airline, train, bus) or included in registration fees or hotel rates (i.e., if a Traveler attends a conference where lunch is provided, no reimbursement will be provided for the lunch meal) are not eligible for reimbursements. A continental breakfast does not constitute a meal.

Travel meals are reimbursable/paid by the City for travel beginning/ending as shown on the below schedule:

<u>Meals</u>	<u>Departure on Initial Day of Travel</u>	<u>Return on Final Day of Travel</u>
Breakfast	Before 7:00 a.m.	After 10:00 a.m.
Lunch	Before 11:00 a.m.	After 2:00 p.m.
Dinner	Before 4:00 p.m.	After 7:00 p.m.

16. Expense Form

After returning from an authorized conference, meeting, or seminar, the attending official(s) utilizing option 1 or 2 in Section 12 of this policy, shall complete and submit, within 20 working days, an "Expense form" provided by the City. Both the itemized and total paid receipts must be submitted for all meals.

17. Extended Personal Travel

Travelers who combine personal travel with business travel must identify and pay for the personal segment of the trip. Reimbursement for car rental and airport parking must be prorated to allow reimbursement for only those costs associated with City business.

18. Public Records Requirement

All documents related to reimbursable City travel expenditures are public records and subject to disclosure under the California Public Records Act (Government Code §6250-6270).

19. Exceptions

The City Council, meeting as a body at a publicly noticed Council meeting, may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

20. Acknowledgement

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

COUNCIL MEMBER/LEGISLATIVE BODY MEMBER
REPORT OF CONFERENCE/MEETING ATTENDANCE

Name: _____

Conference or meeting: _____

Date(s) of attendance: _____

Summary of conference or meeting: _____

Signature of Council member/legislative body member: _____

Date: _____

Resolution No. 2018-091 requires reports of conferences or meetings attended for which expense reimbursement is sought. Reports may be oral or written. This form is available should the council member/legislative body member decide to make a written report.

#22

REEDLEY PLANNING COMMISSION REGULAR MEETING – September 6, 2018

The regular meeting of the Reedley Planning Commission was held Thursday, September 6, 2018, in the City of Reedley Council Chambers, 845 "G" Street, Reedley. Chair Perez called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE - led by Commissioner Hudson.

ROLL CALL

Commissioners Present: Dawn Barcellos, Ron Hudson, Pete Perez.
Commissioners Excused: Alberto Custodio
City Staff Present: Rob Terry, Community Development Director, and Ellen Moore, Associate Planner.

PUBLIC COMMENT

Chair Perez opened the public comment period and closed the public comment period after noting there was no public comment.

CONSENT AGENDA

C. Hudson moved, C. Barcellos seconded, to approve all items listed under the Consent Agenda as follows:

1. Minutes of Regular Meeting, August 2, 2018 - Recommend Commission Approve.

Motion carried by the following vote:

AYES:	Hudson, Barcellos, Perez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Custodio.

PUBLIC HEARING

2. Consideration of Conditional Use Permit Application No. 2018-5 and related Environmental Assessment No. 2018-13 *Through Resolution No. 2018-10, staff recommends that the Planning Commission take the following actions:*
 - a) APPROVE Environmental Assessment No. 2018-13, determining that Conditional Use Permit Application No. 2018-5 is exempt from CEQA, pursuant to Sections 15332
 - b) APPROVE Conditional Use Permit Application No. 2018-5, authorizing the construction and operation of a funeral home with chapel, crematory, gathering/event center, pet crematory, garage/maintenance building, and landscaped gardens with ground niches for remains, located at 2200 South Reed Avenue

Associate Planner E. Moore presented the staff report to the Planning Commission. The Planning Commission made comments on the project and asked questions of staff and the representatives of the project, Michael and Karen Franzen, of Dopkins Funeral Chapel. Chair Perez opened the public hearing at 5:14 p.m. and closed the public hearing after noting there was no public comment.

C. Hudson moved, C. Barcellos seconded, whereas the Planning Commission, using their independent judgement, approved Environmental Assessment No. 2018-13 and Conditional Use Permit Application No. 2018-5 through Resolution No. 2018-10, Motion carried by the following vote:

AYES:	Hudson, Barcellos, Perez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Custodio.

REEDLEY PLANNING COMMISSION REGULAR MEETING – September 6, 2018

3. Consideration of Change of Zone Application No. 2018-2 and related Environmental Assessment No. 2018-10 Through Resolution No. 2018-11 staff recommends that the Planning Commission take the following actions:
- a) RECOMMEND TO THE CITY COUNCIL APPROVAL of Environmental Assessment No. 2018-10, for the purpose of the proposed change of zone application
 - b) RECOMMEND TO THE CITY COUNCIL APPROVAL of Change of Zone Application No. 2018-2, which is requesting authorization to reclassify the 2.62+ acre subject property (APN's 368-021-27 & 368-021-63S) from the ML (*Light Industrial*) zone district to the CC (*Central and Community Commercial*) zone district

Director R. Terry presented the staff report to the Planning Commission. The Planning Commission made comments on the project and asked questions of staff. Chair Perez opened the public hearing at 5:22 p.m. and closed the public hearing after noting there was no public comment.

C. Barcellos moved, C. Hudson seconded, whereas the Planning Commission, using their independent judgement, recommended that the City Council of the City of Reedley approve Environmental Assessment No. 2018-10 and Change of Zone Application No. 2018-2 through Resolution No. 2018-11. Motion carried by the following vote:

AYES:	Barcellos, Hudson, Perez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Custodio.

4. Consideration of Change of Zone Application No. 2018-3 and related Environmental Assessment No. 2018-14 Through Resolution No. 2018-12 staff recommends that the Planning Commission take the following actions:
- a) RECOMMEND TO THE CITY COUNCIL APPROVAL of Environmental Assessment No. 2018-14, for the purpose of the proposed change of zone application
 - b) RECOMMEND TO THE CITY COUNCIL APPROVAL of Change of Zone Application No. 2018-3 which pertains to the reclassification of a 3-acre property, located at 1656 South Buttonwillow Avenue, from the MP (*Planned Industrial*) zone district to the ML (*Light Industrial*) zone district designation

Associate Planner E. Moore presented the staff report to the Planning Commission. The Planning Commission made comments on the project and asked questions of staff and the representative of the subject property owner, Ron Kusch, Valley Land Investment Company. Chair Perez opened the public hearing at 5:38 p.m. and closed the public hearing after noting there was no public comment.

C. Hudson moved, C. Barcellos seconded, whereas the Planning Commission, using their independent judgement, recommended that the City Council of the City of Reedley approve Environmental Assessment No. 2018-14 and Change of Zone Application No. 2018-3 through Resolution No. 2018-12. Motion carried by the following vote:

AYES:	Hudson, Barcellos, Perez.
NOES:	None.
ABSTAIN:	None.
ABSENT:	Custodio.

DIRECTOR'S REPORT

Community Development Director R. Terry updated the Commission on community development activity.

REEDLEY PLANNING COMMISSION REGULAR MEETING – September 6, 2018

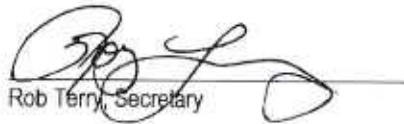
FUTURE AGENDA ITEMS

- August 16, 2018 – None at this time
- September 6, 2018 – Conditional Use Permit Amendment, Change of Zone
- September 20, 2018 – Change of Zone

ADJOURNMENT

Meeting adjourned at 6:01 p.m.

ATTEST:


Rob Terry, Secretary


Pete Perez, Chair
Reedley Planning Commission

23

MINUTES
REEDLEY AIRPORT COMMISSION MEETING
Thursday, October 18, 2018

1. **CALL TO ORDER**
A meeting of the Reedley Airport Commission was held at the Reedley Community Center, 100 N. East Avenue, Reedley, California and called to order by Chairperson Carl Smith at 4:00 p.m.
2. **ROLL CALL AND INTRODUCTION OF GUESTS**
 - A. Commissioners Present: Carl Smith, Chairperson; David Richey, Vice Chairperson; Anthony Jewell; Robert Mason.
 - B. Commissioners Absent: Excused – Robert Harris.
 - C. Staff Present: Sarah Reid, Airport Manager; Denise Phariss, Administrative Assistant.
 - D. Others present: None.
3. **APPROVAL OF MINUTES**
 - A. Motion by Commissioner Smith, seconded by Commissioner Jewell to approve the minutes of August 16, 2018. Motion carried.
4. **PUBLIC DISCUSSION – None.**
5. **ORAL AND WRITTEN COMMUNICATIONS**
 - A. Sport Aviation Article - A copy of the EAA Sport Aviation magazine article about the electric airplane program was provided to the Commission. Commissioner Jewell found the article and wanted to share it. Sarah Reid explained that New Vision Aviation has asked to rent the office space adjacent to the pilot's lounge. Due to the fact that they are a start up non-profit organization, they agreed to \$65 per month, to be reviewed in a year. An agreement will be presented at City Council on November 13, 2018 for a one year agreement. This sparked a discussion about this program. It was felt that \$65 was a minimal rent. One idea was to either charge the previous \$200 for exclusive use of that space or allow them use of it at no cost and have the room open for other pilots to use. Reid explained that she is realizing how important revenue is to the airport and was hoping to charge a minimal fee, that could at least cover the increased utilities, with hopes of increasing the rent in 12 months. There was also some concern that Reedley College is being left out of the project. The initial intent of this project was to provide flight instruction to Veteran's so that they could become commercial pilots. There were questions about who will pay for maintenance and insurance on the airplanes. The commission was also curious about when the two electric airplanes will be based in Reedley. Reid suggested that Joseph Oldham be asked back to a Commission meeting to update the Commission on the program. Reid volunteered to contact Joseph Oldham to schedule him for the next Airport Commission meeting.
 - B. Water for Pilots - Commissioner Smith reported that he put a donation can above the refrigerator with water bottles for pilots. So far, he hasn't received any donations. A suggestion was made to put a suggested donation amount on the sign. The Commission discussed a soda/water vending machine, but ultimately decided that it is cost prohibitive - new ones are over \$3,000.

MINUTES
REEDLEY AIRPORT COMMISSION MEETING
Thursday, October 18, 2018

6. STAFF REPORTS

A. Airport Manager

- 1) Contacted the Miramonte Conservation Camp about utilizing their crews for airport projects. The cost for a 14-man crew is approximately \$200. A contract would have to go to City Council. Reid will pursue this agreement.
- 2) Cal Trans notified her that they will be inspecting Reedley Municipal Airport on November 28, 2018.
- 3) The Commission was provided with a copy of the letter that was mailed to airport tenants notifying them of the future runway closure and asking for email addresses to keep them informed once an exact date is finalized.
- 4) Announced that the Commission vacancy has been advertised for Commissioner Jewell's position. He has indicated that he would like to see someone else have the opportunity to serve, but if no qualified applicant applies, he is will to continue serving.
- 5) The Request for Qualifications for Airport Consultants closes October 30, 2018. A review meeting is scheduled for November 14th to go over the applicants. Carl Smith, Russ Robertson, Reid, and another airport commissioner to be named later, will review them and make their recommendation to the Airport Commission.
- 6) Reported that Commissioner Jewell and she met with Walter Lehrman, the pilot that wants to coordinate donations for increased weed spraying. Reid handed out a map of the asphalt areas at the airport. A partnership with the Parks and Recreation Foundation will allow the donations to be tax deductible. Reid coordinated having the City's street sweeper sweep the airport asphalt twice a year. This will help with removing dirt and debris from the cracks. To deal with the hard to kill Star Thistle, staff was asked to look into a State program for the "Star Thistle Eradication Program" – probably through the California Ag Commission.
- 7) Reid distributed a Power Point printout for Raymond McClure. He is a 94 year old pilot that has flown more than 50 types of aircraft. The Commission asked Reid to secure him as the guest speaker for the 2019 Airport Barbecue.
- 8) Boeing continues to have conversation with the City regarding the electric airplane program. Reid will keep the commission updated as it progresses.
- 9) The IFR will publish in January.

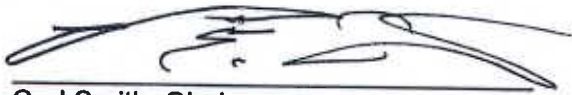
7. COMMISSIONERS REPORTS

- A. BMX Track – Commissioner Jewell submitted pictures and an article to the Exponent about the BMX program. He indicated that many Reedley residents don't even know there is a BMX track in Reedley.
- B. Hangar Maintenance – Commissioner Jewell asked when the skylights will be replaced in the southern row of hangars. Reid indicated that they were inspected, but the cost is prohibitive at this time. Last fiscal year the electric doors of the northern row of hangars were serviced. Next on the list is to service the southern row.
- C. Hangar Vacancies - Denise reported that all hangars are full, with a waiting list. No recent movement.

MINUTES
REEDLEY AIRPORT COMMISSION MEETING
Thursday, October 18, 2018

8. **ADJOURNMENT**

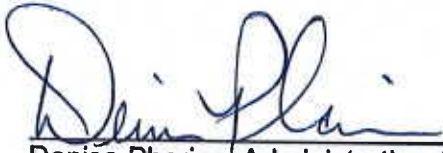
As there was no further business to discuss, it was moved by Commissioner Mason, seconded by Commissioner Richey to adjourn at 5:00 p.m.



Carl Smith, Chairperson



Sarah Reid, Airport Manager



Denise Phariss, Administrative Assistant

#24

2:54 PM

Reedley's River City Theatre Company

Profit & Loss

11/18/18

November 2017 through October 2018

Cash Basis

	Nov '17 - Oct 18
Ordinary Income/Expense	
Income	
Production Income	
Bar Sales	2,593.00
Dessert Sales	-197.00
Dinner	34.00
Production Sponsor	5,000.00
Season Tickets	
1718 Season Tix	1,644.00
1819 Season	15,977.00
Total Season Tickets	17,621.00
Ticket Sales	91,957.42
Total Production Income	117,008.42
Reimbursement Received	
Tax Refund	55.00
Reimbursement Received - Other	35,204.82
Total Reimbursement Received	35,259.82
River City	
Special Event	406.00
Total River City	406.00
Total Income	152,674.24
Gross Profit	152,674.24
Expense	
Advertising	
Website	1,079.61
Advertising - Other	314.06
Total Advertising	1,393.67
Bank Ser & CC charges	47,932.42
Food/Beverage	
Bar	3,496.93
Desserts	5,539.53
Dinners	13,080.42
Kitchen Supplies	497.03
Total Food/Beverage	22,613.91
Gift Card Processing	186.75
Insurance	
Liability Insurance	951.72
Workman's Comp Insurance	6,876.00
Total Insurance	7,827.72
Laundry	858.41
Office	
Equipment	
Copier/Printer Lease	5,732.08
Office Phone	2,419.53
Equipment - Other	179.41
Total Equipment	8,331.02
Info System	
Box Office Processing	3,604.78

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11/18/18

Cash Basis

Reedley's River City Theatre Company

Profit & Loss

November 2017 through October 2018

	Nov '17 - Oct 18
Info System - Other	373.00
Total Info System	3,977.78
Supplies	
Postage	183.39
Printing	171.66
Total Supplies	355.05
Office - Other	537.71
Total Office	13,201.56
Payroll Expenses	65,094.13
Production Expenses	
Cast Appreciation	359.52
Choreography	725.00
Costumes	1,638.10
Direction	1,650.00
Mileage	784.68
Music	3,445.98
Performer	3,490.00
Production Staff	100.00
Royalties	14,916.12
Sets	3,829.78
Show A/V	
Batteries	310.18
Show A/V - Other	1,972.83
Total Show A/V	2,283.01
Production Expenses - Other	1,952.31
Total Production Expenses	35,174.50
Professional Fees	29.00
Reimbursement Expense	774.05
Rent Expense	
Storage	3,424.01
Rent Expense - Other	13,200.00
Total Rent Expense	16,624.01
Repairs and Maintenance	
Disposal	348.24
Opera House	192.38
Repairs and Maintenance - Other	1,312.69
Total Repairs and Maintenance	1,853.31
Severance Pay	8,400.00
Streetscape	204.00
Taxes,Licenses,Fees	2,183.86
Void	0.00
Total Expense	224,351.30
Net Ordinary Income	-71,677.06
Other Income/Expense	
Other Income	
Contributions	

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11/18/18

Cash Basis

Reedley's River City Theatre Company

Profit & Loss

November 2017 through October 2018

	Nov '17 - Oct 18
Fundraiser	1,030.00
Nightly Production Donation	6,317.00
Production Donation	8,000.00
Unrestricted	13,785.00
Contributions - Other	4,791.12
Total Contributions	33,923.12
Total Other Income	33,923.12
Net Other Income	33,923.12
Net Income	-37,753.94

Reedley's River City Theatre
Report to the City of Reedley
July 30, 2018
November 2017-June 30, 2018

- November 2017
 - Jeremy "Elvis" Pearce performed at the Opera House November 18 & 19, the event was attended by 165 guests:
 - 31.5% from Reedley
 - 17% from Fresno
 - 51.5% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - 5 people volunteered each night for this event
- December 2017
 - *Miracle on 34th Street* opened December 1, closed December 17
 - Production Sponsored by Hidden Hollow, *hiddenhollowevents.com*
 - Attended by 722 guests:
 - 54% from Reedley
 - 11% from Fresno
 - 35% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - 40 people volunteered with production (cast and crew), ages 8-65.
 - Auditions for *Swing! The Musical* December 9.
- January 2018
 - Rehearsals begin for *Swing!*
- February 2018
 - *Swing!* opened February 23, closed March 11
 - Production Sponsored by private donor
 - Attended by 575 guests:
 - 41% from Reedley
 - 11% from Fresno
 - 48% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - Partnership with *Fresno Swing* (Swing Dance group) for swing choreography
 - Local musicians played for the production
 - 30 people volunteered with production (cast and crew), ages 18-65
 - Auditions for *Noises Off* February 3, 2018

- March 2018
 - Reedley College Choir Concert March 16
 - Jeremy "Elvis" Pearce 1968 Comeback Special March 23
 - Attended by 80 guests:
 - 32% from Reedley
 - 19% from Fresno
 - 49% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - 5 people volunteered for this event
- April 2018
 - *Noises Off* Opens April 27, closed May 12
 - Attended by 415 guests:
 - 49% from Reedley
 - 10% from Fresno
 - 41% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - 15 people volunteered with production (cast and crew), ages 18-65
 - *Memphis* The Musical auditions April 14
- May 2018
 - Rehearsals for *Memphis The Musical* began May 1
 - Kings Canyon Unified Retirement Dinner May 17, 100 guest in attendance
 - Reedley High School River Rats Concert May 18, 100 guest in attendance
 - The 2018-2019 Production Season is announced
 - *It's a Wonderful Life*, stage play opens December 2018
 - *I Love You, You're Perfect, Now Change*, The Musical opens February 2019
 - *9 to 5*, The Musical opens May 2019
 - *Jekyll & Hyde*, The Musical opens July 2019
 - *Legends Beach Party* opens August 2019
 - *The Underpants* (stage play adapted by Steve Martin) opens October 2019
- June 2018
 - Uncle Ephus (local bluegrass band) concert June 30, 50 guest in attendance
 - *Legends Icons* auditions June 26
 - Rehearsals for *Legends Icons* begin July 1
 - *Smokey Joe's Café*, The music of Leiber & Stoller auditions June 16
- July 2018
 - Jeremy Elvis Pearce performs at the Opera House for his Hawaiian Special
 - Attended by 80 guests:
 - 24% from Fresno

- 22% from Reedley
 - 13% from Clovis
 - 41% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
- *Memphis the Musical*, Valley Premier, Opens July 6
 - Attended by 1100 guests:
 - 38% from Reedley
 - 19% from Fresno
 - 43% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - 50 people volunteered with production (cast and crew), ages 18-65
 - Donation by McClarty Farms assisted in production costs
- August 2018
 - *Smokey Joe's Café* begin rehearsals August 30
- September 2018
 - The Cast of *Smokey Joe's Café* performs at Reedley's Taste of the Town
- October 2018
 - *Smokey Joe's Café* open October 19
 - Attended by 1100 guests:
 - 51% from Reedley
 - 13% from Fresno
 - 36% from the surrounding area (Kingsburg, Clovis, Visalia, Sanger, Dinuba, Selma, Hanford, Parlier, Laton, Exeter, San Joaquin, Miramonte, Porterville, Orange Cove, Fowler, Orosi, Lemoore, etc.
 - 30 people volunteered with production (cast and crew), ages 18-50
 - *It's a Wonderful Life* auditions October 23
- Upcoming
 - November 17 & 18 Jeremy Elvis Pearce performances
 - *It's a Wonderful Life* opens November 30
 - *I Love You, You're Perfect, Now Change* auditions December 8